REGULAR COUNCIL MEETING
TUESDAY
SEPTEMBER 7, 2021

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

ATTENTION

IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE RESUMED WITH LIMITED CAPACITY

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

WE ARE NO LONGER USING TELEPHONE COMMENTS

All verbal public comments will be given through a virtual public comment platform

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

VIRTUAL PUBLIC COMMENT WAITING ROOM

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

AGENDA

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

3. PLEDGE OF ALLEGIANCE 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 Regular Meeting of September 17, 2019, Planning Session of September 24, 2019, Regular Meeting of October 1, 2019, Regular Meeting of October 15, 2019, Regular Meeting of November 5, 2019, Regular Meeting of November 19, 2019, Regular Meeting of December 3, 2019, Work Session of December 5, 2019, Joint City/Chamber Work Session of December 9, 2019, Regular Meeting of December 17, 2019, Regular Meeting of January 7, 2020, Work Session of January 14, 2020, Budget Retreat of February 3, 2020, Regular Meeting of April 6, 2021, Regular Meeting of April 20, 2021, Budget Retreat of April 22, 2021, Special Meeting of April 24, 2021, Regular Meeting of May 4, 2021, Regular Meeting of May 18, 2021, Executive Session of May 25, 2021, Regular Meeting of June 1, 2021, Executive Session of June 8, 2021, Work Session of June 8, 2021, and Special Work Session of June 22, 2021.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of September 17, 2019, Planning Session of September 24, 2019, Regular Meeting of October 1, 2019, Regular Meeting of October 15, 2019, Regular Meeting of November 5, 2019, Regular Meeting of November 19, 2019, Regular Meeting of December 3, 2019, Work Session of December 5, 2019, Joint City/Chamber Work Session of December 9, 2019, Regular Meeting of December 17, 2019, Regular Meeting of January 7, 2020, Work Session of January 14, 2020, Budget Retreat of February 3, 2020, Regular Meeting of April 6, 2021, Regular Meeting of April 20, 2021, Budget Retreat of April 22, 2021, Special Meeting of April 24, 2021, Regular Meeting of May 4, 2021, Regular Meeting of May 18, 2021, Executive Session of May 25, 2021, Regular Meeting of June 1, 2021, Executive Session of June 8, 2021, Work Session of June 8, 2021, and Special Work Session of June 22, 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. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Hispanic Heritage Month

7. CITY MANAGER REPORT

A. City Manager Report

8. COUNCIL LIAISON REPORTS

9. COVID-19 UPDATES

A. COVID-19 Update

10. APPOINTMENTS

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

A. Consideration of Appointments: Library Board.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring November 2023.

B. Consideration of Appointments: Housing Commission

STAFF RECOMMENDED ACTION:

Make one appointment to a Community Representative seat for a term expiring in September 2023.
Make one appointment to a Building and Real Estate Professional - Lender seat to a term expiring in September 2024
Make one appointment to a Low Income Housing Expert seam to a term expiring in September 2024

11. LIQUOR LICENSE PUBLIC HEARINGS

A. Consideration and Action on Liquor License Application: Jared Michael Repinski, "Lumberjack Pizza," 104 E. Route 66, Series 07 (beer and wine bar), Owner Transfer

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close 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 no recommendation; or
3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

B. **Consideration and Action on Liquor License Application:** Adam Louis Harrington, "Harrington's Tap House," 2711 E. Lakin Drive, Series 07 (Beer and Wine Bar), New Application.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close 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 no recommendation; or
3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

12. CONSENT ITEMS

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

A. **Consideration and Approval of Contract:** Approve the Contract for Services with Chief Building Services, LLC for security services at City Libraries and City Hall; also approve the Contract for Services with Sedona Protective Services, LLC dba Southwest Protective Services for security services at City Parks locations.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Services with Chief Building Services, LLC, for security services at the following facilities:
    - City Libraries, not to exceed $90,000 annually.
    - City Hall, not to exceed $40,000 annually.
2. Approve the Contract for Services with Sedona Protective Services, LLC, dba Southwest Protective Services for security services at City Parks locations, not to exceed $35,000 annually.
3. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Cooperative Purchasing Contract:** Purchase of one (1) Commercial Front Load Refuse Truck and one (1) Residential Side Load Refuse Truck from Rush Truck Center Arizona through the Houston-Galveston Area Council (H-GAC) Cooperative Purchase Agreement, Contract No. HT06-20.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of one (1) Commercial Front Load Refuse Truck in the amount of $307,615.19, and one (1) Residential Side Load Refuse Truck in the amount of $325,165.21, for a total purchase amount of $632,780.40 (page 1 of pricing worksheet) from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchasing Agreement, Contract No. HT06-20; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Award Eagle Mountain Construction, Inc. the Construction Manager at Risk (CMAR) construction phase services agreement for Phase 2 of the Flagstaff Pulliam Airport Long-Term Parking project.

STAFF RECOMMENDED ACTION:

1. Award Eagle Mountain Construction, Inc. the Construction Manager at Risk (CMAR) construction phase services agreement in an amount not to exceed $487,335.37 for Phase 2 construction (final phase) which includes a Contractor's contingency of $10,000.00 and an Owner's contingency of $11,110.55.
2. Authorize the City Manager to execute any necessary documents.

D. **Consideration and Approval of Final Plat PZ-17-00227-11 :** Ponderosa Parkway LLC, requests Final Plat approval for Ponderosa Parkway Condominiums Unit 3—a 65-unit residential condominium subdivision at 1640 E. Ponderosa Parkway on 11.97 acres in the High Density Residential (HR) Zone.

STAFF RECOMMENDED ACTION:

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

E. **Consideration and Approval:** Post-wildfire funding advocacy letter

STAFF RECOMMENDED ACTION:

Approve the post-wildfire funding advocacy letter

13. **ROUTINE ITEMS**

A. **Consideration and Adoption of Ordinance No. 2021-19:** An ordinance amending Chapter 5 of the City Code pertaining to the establishment of fees for fire department services outside the City Limits.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2021-19 by title only for the final time
2) City Clerk reads Ordinance No. 2021-19 by title only (if approved above)
3) Adopt Ordinance No. 2021-19

B. **Consideration and Adoption of Ordinance No. 2021-20:** An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Parks, Recreation and Open Space Division in City Code.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2021-20 by title only for the final time
2) City Clerk reads Ordinance No. 2021-20 by title only (if approved above)
3) Adopt Ordinance No.2021-20

C. **Consideration and Approval of Contract:** Lone Tree Overpass Project - Award of First Amendment to the Design-Build Services Agreement to Ames Construction.

STAFF RECOMMENDED ACTION:

1. Award the First Amendment to the Design-Build Services Agreement to Ames Construction of Phoenix, Arizona in an amount not to exceed $893,268.46; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Preliminary Plat:** Case No. PZ-17-00175-04 Miramonte Birch & Verde, LLC requests Preliminary Plat approval for Miramonte at Birch Avenue. The subdivision consists of 24 residential condominium units, located at 304-316 E Birch Avenue. The condominium plat is on 0.53 acres in the T4N.1 (Transect) Zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation of approval (5-0, unanimously), approve the Preliminary Plat.

14. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2021-42:** A resolution approving two Binding Waivers of Enforcement relating to Assessor Parcel Numbers 101-35-002, 101-35-003, 101-35-004, and 105-10-481A located at the corner of Dale Avenue and Leroux Street and located at 3100 South Solitaires Canyon Drive.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-42 by title only
2) City Clerk reads Resolution No. 2021-42 by title only (if approved above)
3) Adopt Resolution No. 2021-42

B. **City Council Review of Conditional Use Permit:** A Conditional Use Permit request from Miramonte Presidio LLC to establish a Planned Residential Development (PRD) on Tract M within the Presidio in the Pines master planned development was denied by the Planning Commission on August 25, 2021 by a 3-2 vote.

STAFF RECOMMENDED ACTION:

Staff does not have a recommended action. If a majority of Council chooses to review the Conditional Use Permit, a public hearing will be noticed and the matter will be set before Council at a future date.

15. DISCUSSION ITEMS

A. **Discussion and Direction:** American Rescue Plan Act Local Recovery Funding

B. **Consideration and Direction:** Expenditure of less than $50,000 for wastewater testing for COVID-19 at public schools

16. 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 seeking to "limit the on-street parking of all Recreational Vehicles (campers, boats, camping vehicles, trailers, etc.), and any other trailer, to 30 calendar days, with a possible appeal to the City for an additional 30-day extension, for a maximum limit of 60 days per calendar year."

B. **Future Agenda Item Request (F.A.I.R.):** A request by the Commission on Diversity Awareness through Councilmember McCarthy to place on a future agenda a discussion about equitable restroom availability.

STAFF RECOMMENDED ACTION:

Council direction.

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

18. 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:	09/02/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of September 17, 2019, Planning Session of September 24, 2019, Regular Meeting of October 1, 2019, Regular Meeting of October 15, 2019, Regular Meeting of November 5, 2019, Regular Meeting of November 19, 2019, Regular Meeting of December 3, 2019, Work Session of December 5, 2019, Joint City/Chamber Work Session of December 9, 2019, Regular Meeting of December 17, 2019, Regular Meeting of January 7, 2020, Work Session of January 14, 2020, Budget Retreat of February 3, 2020, Regular Meeting of April 6, 2021, Regular Meeting of April 20, 2021, Budget Retreat of April 22, 2021, Special Meeting of April 24, 2021, Regular Meeting of May 4, 2021, Regular Meeting of May 18, 2021, Executive Session of May 25, 2021, Regular Meeting of June 1, 2021, Executive Session of June 8, 2021, Work Session of June 8, 2021, and Special Work Session of June 22, 2021.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of September 17, 2019, Planning Session of September 24, 2019, Regular Meeting of October 1, 2019, Regular Meeting of October 15, 2019, Regular Meeting of November 5, 2019, Regular Meeting of November 19, 2019, Regular Meeting of December 3, 2019, Work Session of December 5, 2019, Joint City/Chamber Work Session of December 9, 2019, Regular Meeting of December 17, 2019, Regular Meeting of January 7, 2020, Work Session of January 14, 2020, Budget Retreat of February 3, 2020, Regular Meeting of April 6, 2021, Regular Meeting of April 20, 2021, Budget Retreat of April 22, 2021, Special Meeting of April 24, 2021, Regular Meeting of May 4, 2021, Regular Meeting of May 18, 2021, Executive Session of May 25, 2021, Regular Meeting of June 1, 2021, Executive Session of June 8, 2021, Work Session of June 8, 2021, and Special Work Session of June 22, 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:
09.17.2019 CCRM
09.24.2019 CCBR
10.01.2019 CCRM
10.15.2019 CCRM
11.05.2019. CCRM
11.19.2019 CCRM
12.03.2019 CCRM
12.05.2019 CCR
12.09.2019 CCJWS
12.17.2019 CCRM
01.07.2020 CCRM
01.14.2020 CCWS
02.03.2020 CCBR
04.06.2021 CCRM
04.20.2021 CCRM
04.22.2021 CCBR
04.26.2021 CCSM
05.04.2021 CCRM
05.18.2021 CCRM
05.25.2021 CCSMES
06.01.2021 CCRM
06.08.2021 CCSMES
06.08.2021 CCWS
06.22.2021 CCSWS

CITY COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 17, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M. AND 6:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held September 17, 2019, to order at 4:30 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 EVANS	COUNCILMEMBER ODEGAARD
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

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 Whelan 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. 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.

This item was taken out of order and taken after Item 5.

Planning Director Tiffany Antol addressed Council to recognize Comprehensive Planning Manager Sara Dechter for becoming a Certified Public Participation Professional. Ms. Dechter is the 10th person in the nation to receive the distinction and 3rd in Arizona.

5. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Evans opened the public hearing.

Police Sergeant Collin Seay briefly reviewed the applications.

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

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to forward both applications to the State with a recommendation of approval.

Vote: 6 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Kelsey Drayton "Brandy's Restaurant & Bakery," 1500 E. Cedar Avenue #40, Series 12 (restaurant), New License.

B. **Consideration and Action on Liquor License Application:** Kelsey Drayton "Brandy's Cafe," 18 S. Beaver Street, Series 12 (restaurant), New License.

C. **Consideration and Action on Liquor License Application:** Ross Taylor "Real Kitchen," 1509 S. Milton Road, Series 12 (restaurant), New License.

6. CONSENT ITEMS

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

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

Vote: 6 - 0 - Unanimously

A. **Consideration and Approval of Final Plat:** Request from Neighborhood Homes, LLC, for final plat approval for Homes at Verkamp: **a six (6)-unit residential condominium subdivision on .49 acres at 623 North San Francisco Street in the R1N (Single-Family Residential Neighborhood) Zone.**

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

B. **Consideration and Approval of Final Plat**
Request from TLC PC Golf, LLC, for final plat approval for Club Cabin Condominiums at the Estates at Pine Canyon Unit 1: **a four (4)-unit residential condominium subdivision located at 3000 S. Clubhouse Circle on 10.88 acres in the R1 (Single-Family Residential) Zone.**

Staff recommends the City Council approve the final plat and authorize the Mayor to sign the plat when notified by Staff that the document is ready for recording.

7. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2019-26:** An ordinance of the City Council of the City of Flagstaff, authorizing the acquisition of real property and/or easements for the Switzer Canyon Water Transmission Main Project - Phases IV & V; providing for delegation of authority, subsequent council approvals, severability, and establishing an effective date.

Melinda Bell addressed Council asking that communication with surrounding neighbors continue throughout the project and ensure that the area is restored to its original condition.

Walt Taylor addressed Council in support of the project and indicated that he is looking forward to the potential opportunity to access city water.

Real Estate Manager Charity Lee addressed Council stating that she has been working with surrounding property owners to discuss their concerns and maintaining good communication. Community Development Director Dan Folke explained that there will be a final walk-through with the property owner before there is a final sign-off of the project.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jamie Whelan to read Ordinance No. 2019-26 by title only for the final time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE ACQUISITION OF REAL PROPERTY AND/OR EASEMENTS FOR THE SWITZER CANYON WATER TRANSMISSION MAIN PROJECT- PHASES IV & V; PROVIDING FOR DELEGATION OF AUTHORITY, SUBSEQUENT COUNCIL APPROVALS, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2019-26.

Vote: 6 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2019-28:** An ordinance of the Flagstaff City Council accepting drainage and slope easements along Ponderosa Parkway; delegating authority, and establishing an effective date.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2019-28 by title only for the final time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL ACCEPTING DRAINAGE AND SLOPE EASEMENTS ALONG PONDEROSA PARKWAY; DELEGATING AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to adopt Ordinance No. 2019-28.

Vote: 6 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2019-44:** A resolution of the Flagstaff City Council authorizing Amendment No. One to an Intergovernmental Agreement with the Arizona Department of Transportation for Construction of the Fourth Street /I-40 Bridge Replacement Project.

Community Development Project Manager Jeremy DeGeyter provided a PowerPoint presentation that covered the following:

FOURTH ST./I-40 BRIDGE REPLACEMENT
BACKGROUND
PROJECT LOCATION
BRIDGE SLIDE PHASING
BUDGET UPDATE
PROJECT ENHANCEMENTS
VISUALIZATION
PUBLIC INFORMATION MEETING

Councilmember McCarthy asked if the beautification component of the project will be funded through BBB funds. Community Investment and Redevelopment Manager David McIntire stated that the funds for the aesthetics will come from BBB and that ADOT is excited about the possibility of integrating beautification enhancements into the project.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2019-44 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR THE CONSTRUCTION OF THE FOURTH STREET AND INTERSTATE 40 BRIDGE REPLACEMENT PROJECT.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2019-44.

Vote: 6 - 0 - Unanimously

D. **Consideration and Approval of Payment:** Payment to the Flagstaff Metropolitan Planning Organization (FMPO) in the amount of $114,000 for drainage work on Plaza Way associated with the Arizona Department of Transportation's (ADOT) Plaza Way Right Turn Lane Project.

City Engineer Rick Barrett addressed Council stating that this is a request from FMPO for payment associated with work conducted by ADOT for the Plaza Way right turn lane project.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Coral Evans to approve payment to the Flagstaff Metropolitan Planning Organization (FMPO) in the amount of $114,000 for drainage work on Plaza Way associated with the Arizona Department of Transportation's (ADOT) Plaza Way Right Turn Lane Project.

Vote: 6 - 0 - Unanimously

E. **Consideration and Approval of Lease of City-Owned Property:** Amendment to extend the Flagstaff Railroad Passenger Station Facility Lease with National Railroad Passenger Corporation (Amtrak) for a term of five (5) years, with options for renewal.

ITEM POSTPONED TO OCTOBER 1, 2019

F. **Consideration and Approval of Amendment One to Purchase Agreement:** Between the City of Flagstaff and Brinshore Development LLC, an amendment to clarify the total compensation provided by the purchaser to the seller with no change to the payment terms or the total amount.

ITEM POSTPONED TO OCTOBER 1, 2019

RECESS

The 4:30 p.m. portion of the September 17, 2019, Regular Council Meeting recessed at 5:08 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of September 17, 2019, at 6:00 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).

8. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR EVANS VICE MAYOR SHIMONI COUNCILMEMBER ASLAN COUNCILMEMBER MCCARTHY COUNCILMEMBER SALAS COUNCILMEMBER WHELAN	COUNCILMEMBER ODEGAARD

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

9. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

10. PUBLIC PARTICIPATION

Paul Beier with Friends of the Rio addressed Council asking that the city reaffirm and expand the possibility of developing the Rio de Flag project without the Army Corp.

Johnathon Stone with Flagstaff Arts Council addressed Council, thanking them for their continued support and invited them to attend an upcoming community meeting on October 16, 2019 to learn about the vision for arts and sciences in Flagstaff and Coconino County.

11. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

None

12. PUBLIC HEARING ITEMS

A. Consideration and Adoption of Ordinance No. 2019-29: A Zoning Map Amendment, requested by San Francisco de Asis Parish and the Planning Director, of approximately 0.62 acres located at 244 S. Kendrick Street to add Landmarks Overlay (LO) Zone to the existing zoning classification of High Density Residential (HR) Zone.

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

OUR LADY OF GUADALUPE CATHOLIC CHURCH LANDMARK OVERLAY ZONING AMENDMENTS
REZONING REQUEST
LANDMARK OVERLAY ZONING MAP AMENDMENT
LAND USES
PRESENT USES
PROPOSED USES
FINDINGS
SIGNIFICANCE AND INTEGRITY

REGIONAL PLAN
RECOMMENDATIONS

The following individuals addressed Council in support of the zoning amendment:

- Charlie Silver
- David Hayward
- Alice Rosalez
- Matt Haversel

The following comments were received:

- Fully support the amendment for the iconic Flagstaff landmark.
- Options for preserving historic landmarks within the city is more limited than it has been and this kind of community involvement is important.
- Sacred places such as these need to be preserved.
- The purpose is to preserve the architecture of the building but leave options open for the remainder of the parcel.

There being no further public comment, Mayor Evans closed the public hearing.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to read Ordinance No. 2019-29 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 0.62 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 224 S KENDRICK STREET (PREVIOUSLY KNOWN AS NORMAL SCHOOL ADDITION BLOCK 119 TRACTS 1 THROUGH 8) BY ADDING A LANDMARKS OVERLAY DISTRICT DESIGNATION ("LO") TO THE EXISTING HIGH DENSITY RESIDENTIAL NEIGHBORHOOD ("HR") ZONING CLASSIFICATION; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

13. REGULAR AGENDA

A. **Appeal of Approval by the Planning and Zoning Commission**: the appeal of Conditional Use Permit PZ-18-00182-02. This appeal was requested by the Flagstaff City Council.

THIS ITEM WAS CONSIDERED AS A PUBLIC HEARING

Mayor Evans opened the public hearing.

Planning Development Manager Neil Gullickson provided a PowerPoint presentation that covered the following:

COMMONS AT SAWMILL APPEAL OF CONDITIONAL USE PERMIT PZ-18-00182-02, FOR A ROOMING AND BOARDING FACILITY
COMMONS AT SAWMILL – CUP
LOCATION MAP
ROOMING AND BOARDING
PREVIOUS ACTION
CURRENT SITE

FINDINGS
RECOMMENDATION
OPTIONS

Vice Mayor Shimoni asked if there is a penalty or fine for the project being in violation for a number of years and the approximate total of the fine. Planning Director Tiffany Antol stated that it would be about $185,000 per year or about $1.8 million total. Senior Assistant City Attorney Christina Rubalcava added that there is no amount certain as it would have to be imposed by a judge. The numbers provided would be an estimate should the maximum daily fine had been assessed.

Nick Woods with the Commons at Sawmill stated that when they purchased the project it had operated as a student housing project and they were not aware that it did not have or need a CUP. When city staff notified them of the CUP requirement, they began the process of applying. They are trying to do the right thing and did not know that they were out of compliance when they purchased. There is a pre-existing use that is not changing, and they know that there is no additional impact coming forward. The property has been student housing for the last ten years and there has not been an issue with parking. It is a combination of studios, two, and three bedrooms that are affordable for students in comparison to other larger student housing complexes. They will bring the development up to standard for landscaping and they are also entering into a bus pass program for two years. He asked that the Council uphold the decision of the Planning and Zoning Commission.

Councilmember Whelan asked for them to consider increasing the two year bus pass program to five years. Mayor Evans agreed and also asked that if a residential parking district process be initiated that they participate.

Councilmember McCarthy expressed concern about the lack of sidewalks in the areas and suggested that the addition of sidewalks in the immediate area be included in the agreement.

Charlie Silver addressed Council stating that it is not fair to the City or taxpayers to be responsible for the applicant not doing their due diligence on the purchase of the property and its use. There should be a penalty for noncompliance.

Mr. Woods stated that he does not disagree that when someone violates the law there should be penalties and his clients were not aware of this when they bought the property. As soon as they were made aware of the issue they began working to correct it.

Ms. Rubalacava offered the addition of the language below to the CUP based on Council's conversation:

1. By signing the CUP, applicant consents to the installation of residential permit parking under any of the available configurations. Applicant will defer to the majority of the property owners in favor of the residential permit parking as to the specific parking configuration selected for the neighborhood;
2. Applicant agrees to purchase eco-passes for all residents for five years.

There being no further public comment, Mayor Evans closed the public hearing.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to affirm the decision of the Planning and Zoning Commission with the added stipulations that the owner will provide bus passes to residents for five years and support a parking district if brought forward by the adjacent neighborhoods.

Mayor Evans stated that she will support the CUP because she is unable to make the findings necessary to not approve. She believes that it is an issue of equity for this particular neighborhood. There are loopholes that need to be closed sooner rather than later to better protect existing neighborhoods.

Councilmember Aslan added that it was an important factor that the owner came forward with a willingness to meet the accommodations requested and acknowledged their willingness to discuss and find solutions.

Vote: 6 - 0 - Unanimously

14. DISCUSSION ITEMS

A. Case No. PZ-19-00094 Updates to Zoning Code 2019 – Miscellaneous Part 1

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

CITY'S REQUEST TO AMEND THE ZONING CODE
WORK SESSION OBJECTIVES
CITY'S PROPOSED ZONING CODE TEXT AMENDMENTS
SECTION 10-20: ADMINISTRATION, PROCEDURES, AND ENFORCEMENT
SECTION 10-40.30.030 RESIDENTIAL ZONES
SECTION 10-40.30.040 COMMERCIAL ZONES
SECTION 10-40.30.050 INDUSTRIAL ZONES
SECTION 10-40.60.020 ACCESSORY BUILDINGS AND STRUCTURES
SECTION 10-50.90.060 FOREST
TECHNICAL ADDITIONS AND MODIFICATIONS
ANTICIPATED TIMEFRAME OF CODE TEXT AMENDMENTS

Councilmember McCarthy asked that a clearer definition of storage structure be added.

Councilmember Whelan expressed frustration with how slow the process for zoning code changes has been. She had made requests three years ago to change codes to prevent high occupancy housing in historic neighborhoods and there has still not been any resolution. Mr. Symer explained that there are a lot of amendments currently moving through the process with some coming forward in the relatively near future. Many of the amendments have to occur concurrently to avoid conflicts throughout the code. Mr. Folke stated that they are trying to be responsive and a plan has been laid out but it is a combination of a number of things and as they work through these amendments, other issues are discovered.

Mayor Evans offered that it is important to recognize the capacity in the planning and development program. The High Occupancy Housing Plan had to be developed before rules could be established. There are staffing issues within Community Development that have slowed the process down. Despite those challenges staff continues moving forward.

B. Case No. PZ-19-00095 Updates to Zoning Code 2019 - Accessory Dwelling Units (ADU)

Mr. Symer provided a PowerPoint presentation that covered the following:

WORK SESSION OBJECTIVES
CITY'S PROPOSED ZONING CODE TEXT AMENDMENT
ACCESSORY DWELLING UNITS (ADU)
CITY'S CURRENT ZONING CODE PROVISIONS
ANTICIPATED TIMEFRAME OF CODE TEXT AMENDMENTS

Councilmember Whelan asked if separating this would accelerate the ability to limit short-term rentals. Mr. Symer explained that the code only allows ADUs to be rented for 30 days or more, but state law precludes the City from specifically addressing short-term rentals.

Mr. Symer stated that future discussions are planned during the amendment process as it is a large topic with a number of components.

15. COUNCIL LIAISON REPORTS

Councilmember Salas stated that she attended her first meetings with two of her assigned commissions. The Airport Commission is reviewing policies and formulating recommendations. She is impressed with the amount of public engagement the commission has been doing. She asked for staff to consider moving the commission meetings to the airport rather than City Hall. The Parks and Recreation Commission is developing priorities with regard to park development, facilities, and deferred maintenance. They are looking to have a joint meeting with the Open Spaces Commission.

Vice Mayor Shimoni stated that he has heard from commission members that more communication is needed when a commissioner's term is not extended. He asked that a better process be developed.

16. FUTURE AGENDA ITEM REQUESTS

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

A. Future Agenda Item Request (F.A.I.R.): A request by Mayor Evans to place on a future agenda a discussion about all aspects of the City Council operations including office space, support staff, budget, and salary and establishing a committee to evaluate these items

Majority in support of moving this forward. Mayor Evans acknowledged that this is a discussion that is tied to the budget and can be included in that process.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion about a possible resolution or letter to the Congress and Senate supporting ratification of the US Mexico Canada Agreement (USMCA).

Councilmember Salas explained that she believes that this letter of support is important and asked Council to support it. She also asked that it be expedited.

Council was in support of moving the FAIR forward and a majority of Council was in support of expediting.

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

Councilmember McCarthy reported that he attended the Pickin in the Pines event and it was a great event.

Councilmember Whelan offered congratulations to Kate Morely with NAIPTA who is this year's Mass Transit 40 under 40. She also reported that she attended the Stronger as One executive committee meeting. She would like to have the Stronger as One program brought to Council at a Work Session to get an update on what it offers to the community. She attended a meeting with Water Resources Manager Erin Young where water representatives from California and Arizona shared different perspectives on water management. She stated that Flagstaff is doing a great job. Lastly, she attended an opiod training session where one of the key points was proper disposal of medications along with proper storage with limited access.

Vice Mayor Shimoni reported that he attended the United Way Luncheon with a few other Councilmembers where United Way appointed a new Director. He also reported that the September 11 memorial event was very nicely done. He stated that there was a basketball game held by the Police Department at the Hal Jensen Recreation Center. It was great to see the Police Department make efforts to connect with the community and he looks forward to participating in the future. He congratulated Sara Dechter on her award and requested a FAIR item to have a conversation about cyclist safety infrastructure and planning, and evaluate the plan on how projects incorporate cyclist safety.

Mr. Clifton reminded Council about the retreat the following week which will be a two day facilitated meeting. He also stated that he is working on scheduling one on one meetings between himself and each Councilmember. He reminded the Council that October 14, 2019 is Indigenous Peoples Day and that there will be a number of functions, festivities, and educational discussions happening at City Hall. Lastly, he announced that there is a reorganization going on in the City Manager's Office that will offer some refinements to help with how things are functioning. One of those is with regards to more assistance to Council. There are some other things in play that will be coming forward.

Mayor Evans congratulated Ms. Dechter on her designation and asked that a CCR be sent out that lays out the public participation policy that is in place and more specifics about what Ms. Dechter's designation entails. She requested an update on the employee training on the Stronger as One mental health first aid training. Councilmember Whelan noted that a number of staff at the Police Department have received training, but it would be helpful to know numbers across the organization. Lastly, she reported that she was able to DJ the Quality Connections Ball and that she thought it was a great event.

18. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held September 17, 2019, adjourned at 8:22 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 September 17, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

CITY COUNCIL PLANNING SESSION
TUESDAY, SEPTEMBER 24, 2019
FLAGSTAFF AQUAPLEX
1702 N. FOURTH ST.
8:00 A.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the planning session of the Flagstaff City Council held September 24, 2019, to order at 8:30 a.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 EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

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. Priority Based Budgeting Planning Session

Mr. Clifton provided opening remarks and introduced Jen Reichelt with the Novak Consultant Group who facilitated the meeting.

The Council and audience provided a quick introduction of themselves. Mr. Clifton began a PowerPoint presentation that covered the following:

OPENING THOUGHTS
REACTIVE DECISION PROCESS
PROACTIVE DECISION PROCESS
THE DICHOTOMY
THE ACCEPTED MODEL
THE ACTUAL MODEL

Deputy City Manager Shane Dille continued the presentation.

HIGHER PERFORMING GOVERNANCE
HIGHER PERFORMING GOVERNMENT – THE JOURNEY
THE ROAD TO HIGH PERFORMING GOVERNMENT
ACTION 1
ACTION 2
ACTION 3
ACTION 4
ACTION 5

Management Analyst Sarah Langley continued the presentation.

ACTION 2
WHAT DO WE DO?
STEP 1 – PROGRAM INVENTORY
WHAT DOES IT COST?
STEP 2 – PROGRAM COSTING
WHY ARE WE IN BUSINESS?
STEP 3 – PROGRAM SCORING
HOW DO WE VIEW PBB DATA?
STEP 4 – PRESENTING PBB
WHAT TO DO WITH PBB DATA?
STEP 5 – ANALYZING PROGRAMS

Management Services Director Rick Tadder continued the presentation.

TODAY'S PURPOSE
PREPARATION FOR STEP 3 OF PRIORITY BASED BUDGETING

Ms. Reichelt asked each Councilmember to articulate what they hoped to get out of the retreat.

Councilmember McCarthy stated that he would like to have a tool that makes the budgeting process more efficient by setting priorities for the budget that balance the needs of the entire organization.

Councilmember Odegaard stated that he is hoping that the process will lead to greater

transparency and accountability for the budget.

Councilmember Aslan stated that he is excited about the tools being presented to help dig into programs and operations. He would like to see a process and tool that can withstand the changing of council and staff as time moves on. Something that will provide long term consistency.

Vice Mayor Shimoni expressed excitement about the process and hopes that this will put the city on a long track of budgeting success. He wants to hear from Council and staff to make sure needs are met and goals are set as a collective group, so everyone is on the same page.

Councilmember Whelan also expressed excitement about the process. The process of base budgeting had never appealed to her and she is eager to see the change in the culture of longevity, transparency, and stability that PBB can offer.

Councilmember Salas stated that this is the first step in defining the impacts of community process and aligning resources in terms of time, talent, and money with the goals, values, and priorities of the city.

Mayor Evans stated that the budget is so large and the process can be very overwhelming. There is often a desire to go through it line by line which is not possible. She is interested in better defining the reality, limitations, and resources available within each year's budget. She wants to see more public participation brought into the process in a way that incorporates more than just a select few.

Ms. Reichelt led staff and Council through an exercise to identify what they want Flagstaff to be now and in the future. The following items were discussed.

Safety

- Safe community
- Overall sense of safety
- Functional court facility
- Access to justice
- Use of diversion programs

Community Engagement

- Several generations of families here
- Friendly and welcoming community
- Neighborhood relations
- Community better understands their role
- Better utilize support through internships and volunteers
- Small town feel even as population grows
- Community feels represented by leadership
- Good synergy and trust between elected and staff
- Sense of community and charity
- Good place to raise a family
- Fun place to live
- NAU student sub-committee on the council

Social Equity and Inclusion

- Strong, inclusive, and diverse community
- Social Equity

- People are open minded and caring
- Front porch neighborhoods
- Friendly and outgoing

Planning and Development

- Long term planning
- Purposeful planning
- Well developed and planned community
- Land water recreation
- Strategy on smart growth
- Better understanding between development and community
- Community engagement in development

Financial

- Decrease drain on general fund
- Pay down of pension fund
- Financial stability

Infrastructure

- Cutting edge building standards
- Walkable shopping
- Traffic congestion trends downward
- Transportation infrastructure
- Streamlined transportation system friendly to all modes
- More public transportation
- Overall connectivity

Living Wage/Affordable Housing

- Address housing shortage
- Cost of living and housing is reasonable
- Attainable housing that is affordable
- Affordable living community
- Living wage employment

Water and Environmental

- Dark skies protection
- Southside out of floodplain
- Proactively addressing climate change
- Completion of the RDF
- Well-funded water and wastewater utility
- Forest health and restoration
- Environmentally minded
- Forefront of environmental sustainability

Organizational Elements

- Money available to create a competitive compensation package
- Continued investment in our workforce
- Improve IT security
- Appropriate staffing levels
- Diverse workforce

Economic Development

- Thriving economy
- High tech and high wage opportunities
- Robust economy
- Reduce unemployment and underemployment
- Diverse array of restaurants…
- Do not bash tourism
- Development of long-term financial plan that
- Robust non-profit sector
- All children have access to quality of education
- Higher population

Decision Making/Budget

- 80% funding for public safety pension
- High functioning government operating efficiently
- Puts people first
- Proactive stance in government
- Fiscally responsible
- Enhance data driven decisions
- Forest health
- Inclusive budget process
- Budget capacity to address all levels of service

After discussion Council identified the following community themes:

1. Safe and Healthy Environment
2. Inclusive and Engaged Community
3. Sustainable Infrastructure
4. High Performing Governance
5. Robust and Resilient Economy
6. Livable Community
7. Environmental Stewardship

A break was held from 11:13 a.m. through 11:25 a.m.

Council and staff divided into small groups to further define the themes.

A break was held from 12:00 p.m. through 12:20 p.m.

The results of the breakout activity where the general themes were defined is attached.

Ms. Reichelt indicated that each community result will have a definition that is specific to the themes and she will work with staff to develop a draft of the definitions for Council consideration.

Mr. Clifton thanked Council and staff for their participation and indicated that more information will be forthcoming as the PBB process progresses.

5. ADJOURNMENT

The planning session of the Flagstaff City Council held September 24, 2019, adjourned at 1:01 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Safe & Healthy Community	Inclusive & Engaged Community	Sustainable, Innovative Infrastructure	High Performing Governance	Robust Resilient Economy	Livable Community	Environmental Stewardship
More community, staff, and public safety engagement	Social equity	Sustainability is ensuring a sufficient level of staffing and services for programs	Early adopters	Businesses help foster ideas for business strategy	Educational opportunities for adults and youth	Management and preservation of open space
Community policing	Social justice	Sustainability in the built and social environment; social infrastructure	Cutting edge	Smart growth; high wages; low impact on the community	Recreational and community facilities	Protect and explore long-term water supply and conservation; watershed management
Support mechanisms for victims of crimes	Environmental justice	Support for partner organizations that provide necessary services that the City does not	Willing to take risks	Tourism is vibrant - invest and embrace tourism opportunities - eco-tourism, astro-tourism, historical tourism, cultural tourism, etc.	Welcoming space; sense of place; sense of family; strong neighborhoods	Meaningful action under the CAAP
Increase community engagement and policing	Fair justice and fair treatment	Invest and build for future growth; longevity	Deliver innovative services to the community; provide exceptional customer service/programs	Attract and retain businesses	Local and healthy businesses	Forest health; wildfire protection
Adequate response capabilities to ongoing community needs; appropriate crisis response - emergencies, natural disasters	Inclusive opportunities for all	Build infrastructure with a long-term benefit to the community	Transparent organization	Education - diversify education opportunities. Invest in workforce development	Explore outside businesses	Provide amenities and activities that support a healthy lifestyle
Appropriately staffed and trained public safety divisions	Community and visitor education	Smart traffic management and multi-modal opportunities	Transparency of financial services	Capitalize on existing strengths (Tourism, NAU, bioscience, tech, STEM, etc.)	Character and culture of the community	Youth engagement
Alternative diversion programs	Foster effective engagement opportunities	Innovative waste management - 100% green power	Competitive organization (benefits, compensation) able to attract and retain staff	Clarify City's development process	Support multi-modal transportation	Dark skies
Collaboration – best practices with fire and police and community partnerships	Foster diverse culture	Habitat connectivity (natural environment)	Employee force	Cultivate the growth of small businesses	Diverse recreational opportunities	Smart growth
ARRF – Public Safety	Accessible city services for all residents	Well thought out, quality water, sewer, roads	Create a family community with the organization	Enhance infrastructure (i.e., broadband, roads, sewer, etc.)	Living wage	Outreach and education
Responsive code enforcement	Community pride	FUTS that are safe and experience oriented (natural, viewshed, peaceful)	Upward mobility for staff; succession planning	Forge public-private partnerships	Economic opportunities	Sustainable building practices; best practices
Built environment – safety, land use, planning, occupancy, etc.	Communication efforts/communicate city efforts; well-informed community	Look for partnership opportunities when building capital (non-profits)	Collaborate in the community and regionally; leader for other cities to follow	Diversify businesses	Diverse employment opportunities	Volunteer opportunities
Sense of security	Multi-generational	Robust/healthy non-profit infrastructure	Clear in communication strategies	Capitalize on businesses	Attainable and accessible housing	Utilization of alternative methods of transportation
Adequate resources for public safety initiatives	Civil engagement	Health services (physical/mental)	Implement best practices	Community investment planning (budget set-asides)	Well-maintained community	Solid waste
Walkable anytime day or night (feel safe, lighting, etc.)	Remove language barriers	Year-round and different options for different seasons	Financial efficiency; fiscally responsible; financial contingency planning	Manage community expectations	Keep dollars within Flagstaff; promote local businesses	Increase engagement of private sector (business and non-profit) to participate and contribute in environmental stewardship efforts
Safety in all aspects (water, refuse, etc.)	Promote public outreach and partnerships	Electric options	Self-auditing	Invest in arts, culture, and sciences	City leads by example; trusted governance	Environmental quality regulations
	Strong, engaged neighborhoods	Clean water – good testing	"Return on investment"	Address retail leakage	Smart growth	Alternative energy
	Support vulnerable populations	City/NAU coordination	Community trust	Market natural resources responsibly to attract business	Accessible/enhanced quality of life	Best practices in stewardship
		Best building practices	National leaders in government operations		Interaction among community members	Air quality
		Libraries, recreation center, programming, funding creates the environment for these needs and expectations	Use data to drive decision making		Character and culture of community	Natural hazard meditation
		Look at the community	Strive for continuous improvement		General opportunities inclusive of all generations	Shift away from single-use culture
		Efficient and connected transportation infrastructure; more roads, better planned	Put resources where it matters most		Develop partnerships to social services - increase accessibility to services	Sustainable building practices (energy efficiency)
		Clean, quality roads/sidewalks	Sure foundation on planning efforts		Create a connected community; walkable	Cultural sensitivity

CITY COUNCIL REGULAR MEETING
TUESDAY, OCTOBER 1, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M. AND 6:00 P.M.

MINUTES

1. CALL TO ORDER

Councilmember Aslan called the meeting of the Flagstaff City Council held October 1, 2019, to order at 4:30 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 EVANS (arrived at 4:58 p.m.)
VICE MAYOR SHIMONI (telephonically)
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS (arrived at 4:58 p.m.)
COUNCILMEMBER WHELAN

Others present: Deputy City Manager Shane Dille; City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and Councilmember McCarthy 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 Special Work Session of January 23, 2018; Work Session of June 12, 2018; Work Session of September 11, 2018; Work Session of November 13, 2018; Special Meeting (Executive Session) of June 25, 2019; Special Meeting (Executive Session) of July 2, 2019; Special Meeting (Executive Session) of August 27, 2019; Special Meeting (Executive Session) of September 10, 2019; Special Meeting (Executive Session) of September 17, 2019; and Special Meeting (Executive Session) of September 24, 2019

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve the minutes of the City Council Special Work Session of January 23, 2018; Work Session of June 12, 2018; Work Session of September 11, 2018; Work Session of November 13, 2018; Special Meeting (Executive Session) of June 25, 2019; Special Meeting (Executive Session) of July 2, 2019; Special Meeting (Executive Session) of August 27, 2019; Special Meeting (Executive Session) of September 10, 2019; Special Meeting (Executive Session) of September 17, 2019; and Special Meeting (Executive Session) of September 24, 2019.

Vote: 5 - 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. **Proclamation:** Housing America Month

Council gathered at the podium to read and present the Housing America Month Proclamation.

B. **Proclamation:** Domestic Violence Awareness Month

Council gathered at the podium to read and present the Housing America Month Proclamation

A break was held from 4:46 p.m. through 4:58 p.m.

7. APPOINTMENTS

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

This item was taken out of order and heard after Consent.

A. Consideration of Appointments: Beautification and Public Art Commission.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jamie Whelan to appoint Charles Cooper Montgomery for June 2022.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Regina Salas, **seconded by** Councilmember Charlie Odegaard to appoint Julie Sokol for a term expiring June 2022.

Vote: 7 - 0 - Unanimously

B. Consideration of Appointments: Commission on Diversity Awareness.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to appoint Robert “Dan” Duke to a term expiring September 2022.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to appoint DeAnn Wegwert to a term expiring September 2022.

Vote: 7 - 0 - Unanimously

Moved by Mayor Coral Evans, **seconded by** Councilmember Jim McCarthy to appoint Deborah Corey toa term expiring September 2022.

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.

Councilmember Whelan asked to pull Items 8A and 8E.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to approved Consent Agenda item 8B, 8C, and 8D as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of (*Confirming)* Payment:** Reimbursement payment to Vintage Partners (VP) & Woody Mountain LLC for the installation of new public sewer line. (Sewer line reimbursement as agreed to in the 2016 Council approved Development Agreement with Vintage Partners).

Councilmember Whelan asked what the reimbursement is for because she thought that Vintage was responsible for the installation. Water Services Engineering Manager Ryan Roberts stated that Vintage installed a sewer line on their property along Route 66 as part of their project but this reimbursement is for a different section. It was a bottleneck that needed to be replaced and it was scheduled for the City to repair at a future date. It was advantageous to have Vintage complete the work and then reimburse them for it because they were already in the ground.

Councilmember Whelan asked about how the funding would be provided to reimburse Vintage. Mr. Roberts explained that the funds were pulled from savings from other projects as well as funding from future projects and deferring that work slightly.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to approve reimbursement to VP & Woody Mountain LLC in the full amount of $1,588,046.50.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Final Plat** Request by Wedge LLC., for final subdivision plat approval for The Wedge, consisting of 47 single-family residential lots located on 47.36 acres within the Rural Residential (RR) zone.

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

C. **Consideration and Approval of Cooperative Purchase Contract:** Two (2) new trailer mounted Caterpillar C13 350kW generator sets from Empire Power Systems in the amount of $222,992.66.

1. Approve the purchase of two (2) new trailer mounted Caterpillar C13 350kW generator sets from Empire Power Systems, an authorized dealer of Caterpillar products, in the amount of $222,992.66, plus any additional applicable sales tax or fees through a Local Government Purchasing Cooperative Contract #120617-CAT with National Joint Power Alliance (formerly Sourcewell); and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Arizona Power Authority Hoover Municipal Power Exchange Program.

Participate in the Arizona Power Authority Hoover Municipal Power Exchange Program.

E. **Consideration and Approval of Cooperative Purchase Contract:** Contract for various professional level consulting with Interim Public Management, LLC utilizing a cooperative purchasing contract through the City of Maricopa.

Councilmember Whelan asked if there was still a need to have this type of program and if there is a more effective way to make employee transitions.

Purchasing Director Patrick Brown stated that it is a good tool to keep work in progress while the city is in the recruiting process for more specialized or higher level positions. Deputy City Manager Shane Dille stated that there are other ways to transition positions such as a “refresh” opportunity for an internal employee or to assign someone to an interim status, but it is also helpful to have this type of service available when needed. It has proven effective and staff recommends approval of the contract.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve the cooperative purchasing contract with Interim Public Management, LLC for various professional level consulting for an annual amount not to exceed $300,000 in any fiscal year plus applicable taxes.

Vote: 7 - 0 - Unanimously

A break was held from 5:08 p.m. through 5:10 p.m.

9. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2019-29:** A Zoning Map Amendment, requested by San Francisco de Asis Parish and the Planning Director, of approximately 0.62 acres located at 244 S. Kendrick Street to add Landmarks Overlay (LO) Zone to the existing zoning classification of High Density Residential (HR) Zone.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 0.62 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 224 S KENDRICK STREET (PREVIOUSLY KNOWN AS NORMAL SCHOOL ADDITION BLOCK 119 TRACTS 1 THROUGH 8) BY ADDING A LANDMARKS OVERLAY DISTRICT DESIGNATION (“LO”) TO THE EXISTING HIGH DENSITY RESIDENTIAL NEIGHBORHOOD (“HR”) ZONING CLASSIFICATION; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to read Ordinance No. 2019-29 by title only for the final time.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to adopt Ordinance No. 2019-29.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Grant Application and Acceptance Upon Award:** U.S. Department of Justice, 2019 Edward Byrne Memorial Justice Assistance Grant in the amount of $20,458.00.

Police Department Support Services Manager Jen Brown addressed Council stating that the grant is used to help with community policing activities. The grant provides flexibility to prioritize and place funds where agencies need it most. The program has been used for over 18 years and the grant will provide overtime funding for community policing efforts.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to approve the U.S. Department of Justice, 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) application to the Flagstaff Police Department for grant funds in the amount of $20,458.00.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2019-46:** A resolution approving an Intergovernmental Agreement (IGA) Grant Application between the City of Flagstaff and Coconino County the U.S. Department of Justice, Fiscal Year 2019 Edward Byrne Memorial Justice Assistance (JAG) Grant.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to read Resolution No. 2019-46 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2017 LOCAL SOLICITATION / CFDA #16.738

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2019-46.

Vote: 7 - 0 - Unanimously

D. **Consideration and Approval of Contract:** Award of a Professional Services Contract with Brown and Caldwell, Inc. for the Lake Mary Water Treatment Plant Sedimentation Basin Design

Item was moved to the 6:00 p.m. agenda under Carry Over Items.

E. **Consideration and Approval of a Cooperative Purchase Contract:** For a new Pierce Manufacturing, Inc. Velocity Fire Engine in the amount of $693,148.75 from Hughes Fire Equipment, Inc.

Deputy Fire Chief Mark Wilson addressed Council stating that they are seeking to replace a 22 year old engine at their busiest station. The addition of this truck would allow a front line engine to be pushed back into reserve.

Councilmember Whelan stated that she would like more information on the number of calls and statistics related to the types of calls and type of equipment that goes out into the field. They have been told that fire is responding primarily to medical response calls rather than fire calls and perhaps a full engine is not as necessary.

Deputy Chief Wilson stated that the Fire Department has a two tier response model so they are not taking the high cost equipment to all calls. The smaller vehicles are being utilized from the busier stations for medical response.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Austin Aslan to approve the cooperative purchase contract of a new Pierce Manufacturing, Inc. Velocity Fire Engine in the amount of $693,148.75 from Hughes Fire Equipment, Inc. through a cooperative purchase contract with the City of Mesa and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

F. **Consideration and Approval of Cooperative Purchase Contract:** Purchase of new turnout/personal protective equipment for all operational fire personnel from L.N. Curtis and Sons in the amount of $238,455.89 through a cooperative purchase contract with the General Service Administration.

Deputy Chief Wilson stated that the contract will provide for the purchase of a second set of turnouts for fire fighters. After a call, there is a two to three hour down time needed to decontaminate the equipment. Additional turnouts will allow the department to have another set on hand to use so there is no delayed response.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve the purchase of the eighty-four (84) new sets of turnout / personal protective equipment for $238,455.89 from L.N. Curtis and Sons through a cooperative purchase Contract No. 47QSWA18D009Y with the General Service Administration (GSA) and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

G. **Consideration and Approval of Lease of City-Owned Property:** Amendment to extend the Flagstaff Railroad Passenger Station Facility Lease with National Railroad Passenger Corporation (Amtrak) for a term of five (5) years, with options for renewal.

Real Estate Manager Charity Lee addressed Council stating that the amendment extends the term for five years with two options to extend another five years each. Rent will be adjusted annually at 2%.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to approve an Amendment extending the Facility Railroad Passenger Station Facility Lease for a term of five years, with options for renewal.

Vote: 7 - 0 - Unanimously

RECESS

The 4:30 p.m. portion of the October 1, 2019, Regular Council Meeting recessed at 6:03 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of October 1, 2019, at 6:10 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).

10. ROLL CALL

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

PRESENT: ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI (telephonically)
COUNCILMEMBER ASLAN (arrived at 6:12 p.m.)
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

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

11. PLEDGE OF ALLEGIANCE

Cub Scout Pack 7033 led the Council and audience in reciting the pledge of allegiance.

12. PUBLIC PARTICIPATION

None

13. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

D. Consideration and Approval of Contract: Award of a Professional Services Contract with Brown and Caldwell, Inc. for the Lake Mary Water Treatment Plant Sedimentation Basin Design.

Mr. Roberts provided a PowerPoint presentation that covered the following:

LAKE MARY PLANT FLOCCULATION/SEDIMENTATION BASIN REHABILITATION
LOCATION
BACKGROUND
PROCESS
LMWTP FLOCCULATION/SEDIMENTATION BASIN REHABILITATION
AGING WATER INFRASTRUCTURE

Councilmember Whelan stated that there had recently been a consultant that determined this project was a priority and she asked why a consultant is needed again. Mr. Roberts stated that the consultant is needed to define the set of specifications for the project so it

can be bid out appropriately by contractors. The City does not have a large engineering department that can handle these types of specification builds, projects are consulted out on a case by case basis when necessary.

Mr. Roberts continued the presentation.

SEDIMENTATION REHABILITATION
DESIGN TO INCLUDE
CONSULTANT SELECTION
OUR VISION

Councilmember McCarthy stated that the amount of hours required to do this engineering work seems very high. Mr. Roberts stated that he cannot speak specifically to the estimation but there is significant research and design that needs to occur and the fees they are charging are not out of line with other similar projects. This is further evidenced with all five bids coming in relatively close in cost.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve the Professional Services Contract with Brown and Caldwell Engineering, Inc. in the amount of $374,236 to prepare the plan and bid specifications for the Lake Mary Water Treatment Plant Sedimentation Basin design and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

14. REGULAR AGENDA

A. ~~**Consideration and Adoption of Resolution No. 2019-45:** A resolution approving an Intergovernmental Agreement (IGA) between the Arizona Department of Economic Security and the City of Flagstaff to provide up to $150,000 in voluntary city funding to qualified developmental disability service providers within the city limits of Flagstaff, Arizona; and establishing an effective date.~~

ITEM PULLED FROM THE AGENDA

15. DISCUSSION ITEMS

A. Electric bicycles on FUTS trails - follow-up discussion

Multi-Modal Transportation Planner Martin Ince provided a PowerPoint presentation that covered the following:

CITY CODE REVISIONS – ELECTRIC BIKES ON FUTS TRAILS FOLLOW-UP DISCUSSION
ELECTRIC BICYCLES – CONTEXT
PREVIOUS ACTIONS
CLASSES OF E-BIKES
REVISIONS TO CITY CODE
COUNCIL DIRECTION
1 FUTS TRAILS OPEN/CLOSED TO E-BIKES
TRAILS UNDER CONSIDERATION
MAP OF FUTS TRAIL SYSTEM
COMMISSION/COMMITTEE REVIEW

RESULTS
DISCUSSION
OTHER COMMISSIONS
DISCUSSION – TWO EXCEPTIONS
DISCUSSION – GENERAL
2 TRAIL ETIQUETTE
ETIQUETTE – APPROACH
ETIQUETTE – KEY MESSAGES
ETIQUETTE – RECOMMENDED STEPS

The following individuals addressed Council in support of allowing e-bikes on all trails:

- Jim Gibson
- Sarah Gibson

The following comments were received:

- It has been a positive experience to use an e-bike to commute.
- I prefer to use my e-bike over my vehicle.
- I am slower on the e-bike than I was on the traditional bike.
- The Nate Avery Trail should be included so both traditional and e-bikes can be used.
- E-bikes allow older people to ride bikes.
- The integrity and purpose of the FUTS should be preserved, do not break the connectivity for certain bikes.
- Riders, not bikes, are the problem.
- There is plenty of room for both walkers and bikers on trails.

Councilmember McCarthy stated that he would like to stay with the compromise from July where all bikes are permitted except on the four-mile section of the Arizona Trail as well as the Buffalo Park trail.

Councilmember Odegaard agreed saying he would like to see how things go and readjust later if needed.

Vice Mayor Shimoni stated that he would like to see social media better utilized to get information out there. He is supportive of allowing bikes on the Arizona Trail and the Nate Avery Loop. People who use e-bikes do so to commute and enjoy the outdoors like standard bike users.

Councilmember Aslan stated that he believes e-bikes should be allowed on the Arizona Trail because it is part of the connectivity of the FUTS trail. The Arizona Trail is a major vein for commuters and there is no other viable way to cross Route 66. He also believes that e-bikes should be allowed on the Nate Avery Trail but in the spirit of compromise, he would be willing to keep it non-motorized.

A majority of Council gave direction to keep things as they are.

16. COUNCIL LIAISON REPORTS

None

17. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion about a policy to allow all employees to live outside city limits except by those who are specified by City Charter

At least three Councilmembers were in favor of placing the item on a future agenda.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Odegaard to place on a future agenda a discussion about the Land Trust Model

Councilmember Odegaard stated that the Land Trust Model is something that Council should look at in light of current affordable housing that is not selling and future developments coming forward.

At least three Councilmembers were in favor of placing the item on a future agenda.

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

Councilmember Whelan requested information about parking plans at the airport.

Councilmember Salas reported that she attended the NACET Moonshot event over the weekend; it was a great event and she is continuously impressed by the entrepreneurship and leadership in Flagstaff.

Vice Mayor Shimoni requested a CCR on what chemicals are being used on city fields and parks.

Mr. Clifton reported that he made a return trip to Colorado to finish his move and is happy to say that he and his family are at home now in Flagstaff.

Mayor Evans reported that she attended the premier of True Future TV which is a mini docuseries about medical manufacturing in Flagstaff. She encouraged people to go online and take a look.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held October 1, 2019, adjourned at 6:54 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 October 1, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____

CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, OCTOBER 15, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M. AND 6:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held October 15, 2019, to order at 4:30 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 EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

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 Mr. Clifton 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 Work Session of October 30, 2018; Work Session of November 27, 2018; Regular Meeting of December 18, 2018; Special Meeting (Executive Session) of September 3, 2019; Special Meeting (Executive Session) of September 30, 2019; and Special Meeting (Executive Session) of October 1, 2019

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to approve the minutes of the City Council Work Session of October 30, 2018; Work Session of November 27, 2018; Regular Meeting of December 18, 2018; Special Meeting (Executive Session) of September 3, 2019; Special Meeting (Executive Session) of September 30, 2019; and Special Meeting (Executive Session) of October 1, 2019.

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. **Recognition:** Climate Action and Adaptation Plan award from Arizona Chapter of the American Planning Association

Council gathered at the podium to read and present the Climate Action and Adaptation Plan award from Arizona Chapter of the American Planning Association.

B. **Recognition:** Climate Action and Adaptation Plan honor of distinction from Arizona Forward

Council gathered at the podium to read and present the Climate Action and Adaptation Plan honor of distinction from Arizona Forward.

7. APPOINTMENTS

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

This item was taken out of order and heard after the Consent Items.

A. **Consideration of Appointments:** Parks and Recreation Commission.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Charlie Odegaard to re-appoint Brian Bloom to term expiring August 2022.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to appoint Mark Cox to term expiring August 2022.

Vote: 7 - 0 - Unanimously

8. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Lynda Apple "Single Speed Coffee Cafe," 2 S. Beaver Street #170, Series 12 (restaurant), New License.

Mayor Evans opened the public hearing.

Sgt. Collin Seay provided a brief introduction of the application.

There being no comments Mayor Evans closed the public hearing.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Charlie Odegaard to forward the application to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

9. 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 Jamie Whelan to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Ratify Flagstaff Watershed Protection Project Challenge Cost Share Agreement 19-CS-11030408-025 with the US Forest Service for Dry Lake Hills.

Ratify Challenge Cost Share Agreement 19-CS-11030408-025, Flagstaff Watershed Protection Project Phase II-Midway Project with the US Forest Service, Coconino National Forest.

10. ROUTINE ITEMS

A. Consideration and Adoption of Ordinance No. 2019-34: An ordinance of the City Council of the City of Flagstaff, relating to the financing of certain projects, specifically approving publication of notice of proposed lease of land and buildings from, and lease-purchase back of such land and buildings to, the City and request for bids in connection therewith; authorizing the acceptance of a bid with respect thereto; approving the sale and execution and delivery of Certificates of Participation in a lease-purchase agreement to provide the necessary financing therefor; approving the form and authorization the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the certificates; delegating authority to the Management Services Director of the City to determine certain matters and terms with respect to the foregoing; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this ordinance and ratifying all actions taken to further this ordinance; providing for severability, authority for clerical corrections, and establishing an effective date

(Certificate of Participation Debt Authorization - Municipal Court Facilities)

Finance Director Brandi Suda addressed Council stating that the ordinance authorizes the issuance of Certificates of Participation and enters into a lease-purchase agreement for the purpose of financing construction for the Municipal Court Facilities. The debt service payments will be made from the restricted revenues collected at the Municipal Court from Court Improvement Fees and Disposition Fees.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2019-34 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, RELATING TO THE FINANCING OF CERTAIN PROJECTS, SPECIFICALLY APPROVING PUBLICATION OF NOTICE OF PROPOSED LEASE OF LAND AND BUILDINGS FROM, AND LEASE-PURCHASE BACK OF SUCH LAND AND BUILDINGS TO, THE CITY AND REQUEST FOR BIDS IN CONNECTION THEREWITH; AUTHORIZING THE ACCEPTANCE OF A BID WITH RESPECT THERETO; APPROVING THE SALE AND EXECUTION AND DELIVERY OF CERTIFICATES OF PARTICIPATION IN A LEASE-PURCHASE AGREEMENT TO PROVIDE THE NECESSARY FINANCING THEREFOR; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE CERTIFICATES; DELEGATING AUTHORITY TO THE MANAGEMENT SERVICES DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS ORDINANCE; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

B. **Consideration and Adoption of Ordinance No. 2019-35:** An ordinance of the City Council of the City of Flagstaff, (1) providing for the sale and issuance of City of Flagstaff, Arizona General Obligation Bonds, Series 2019 and for the annual levy of a tax for the payment of the bond; (2) approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the bonds; (3) delegating authority to the Management Services Director of the City to determine certain matters and terms with the respect to the foregoing; (4) adopting continuing disclosure procedures in connection with issuance of obligations of the City; and (5) authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this ordinance and ratifying all actions taken to further this; providing for severability, authority for clerical corrections, and establishing an effective date ***(General Obligation Debt Authorization - Public Safety Communication Equipment and Municipal Court Facilities)***

Ms. Suda stated that the ordinance is to issue General Obligation Bond debt for public safety communications equipment and the new municipal courthouse. General obligation bond debt is to be paid back with Secondary Property Tax levies. Issuing of this debt is anticipated to maintain a secondary property tax rate not to exceed 0.8366.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to read Ordinance No. 2019-35 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, (1) PROVIDING FOR THE SALE AND ISSUANCE OF CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION BONDS AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; (2) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE BONDS; (3) DELEGATING AUTHORITY TO THE MANAGEMENT SERVICES DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; (4) ADOPTING CONTINUING DISCLOSURE COMPLIANCE PROCEDURES IN CONNECTION WITH ISSUANCE OF OBLIGATIONS OF THE CITY; AND (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

C. **Consideration and Adoption of Ordinance No. 2019-33:** An ordinance of the City Council of the City of Flagstaff, approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Financing Authority of Arizona from its Clean Water Revolving Fund program; delegating the determination of certain matters relating thereto to the Management Services Director of the City; providing the transfer of certain moneys and making certain covenants and agreements with respect thereto and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement; providing for severability, authority for clerical corrections, and establishing an effective date **(Water Infrastructure Loan Authorization - Flagstaff Watershed Protection Project)**

Ms. Suda stated that the ordinance is to enter into a loan agreement with the Water Infrastructure Finance Authority of Arizona, also known as WIFA for the remaining $6M for the Flagstaff Watershed Protection Project. The loan will be paid back with Secondary Property Tax levies. Issuing of this debt is anticipated to maintain a secondary property tax rate not to exceed 0.8366.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2019-33 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA FROM ITS CLEAN WATER REVOLVING FUND PROGRAM; DELEGATING THE DETERMINATION OF CERTAIN MATTERS RELATING THERETO TO THE MANAGEMENT SERVICES DIRECTOR OF THE CITY; PROVIDING FOR THE TRANSFER OF CERTAIN MONEYS AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY SUCH LOAN AGREEMENT; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

D. **Consideration and Adoption of Ordinance No. 2019-30:** An ordinance of the City Council of the City of Flagstaff, dedicating certain City property as public right-of-way within the area of John Wesley Powell Boulevard and Shamrell Boulevard; delegating authority to complete the transactions and establishing an effective date.

Real Estate Manager Charity Lee provided a PowerPoint presentation that covered the following:

DEDICATING A PORTION OF CITY PROPERTY FOR FUTURE WIDENING OF JOHN WESLEY POWELL BLVD
OVERVIEW MAP
PURPOSE

Vice Mayor Shimoni asked if the plans will accommodate bus only lanes and disconnected bike lanes. City Engineer Rick Barrett stated that staff is not aware if NAIPTA has plans for bus routes on John Wesley Powell and there have been no discussions about bus only lane. The engineering standards include bike lanes to be part of the road system but the FUTS trail is available for off road travel.

Mayor Evans stated that this is the first time the City will actually get to build a major road in Flagstaff and there should be conversations about dedicated bus lanes, dedicated bike lanes, and the expansion of the FUTS. Vice Mayor Shimoni and Councilmember Whelan agreed.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2019-30 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, DEDICATING CERTAIN CITY PROPERTY AS PUBLIC RIGHT-OF-WAY WITHIN THE AREA OF JOHN WESLEY POWELL BOULEVARD AND SHAMRELL BOULEVARD; DELEGATING AUTHORITY TO COMPLETE THE TRANSACTIONS AND ESTABLISHING AN EFFECTIVE DATE

E. **Consideration and Adoption of Resolution No. 2019-47:** A resolution of the Flagstaff City Council, approving an intergovernmental agreement between the Arizona Board of Regents, for and on behalf of Northern Arizona University, and the City of Flagstaff for the processing of organic material produced within City limits at the University's processing facility.

Sustainability Specialist Dylan Lenzen provided a PowerPoint presentation that covered the following:

NAU AND CITY COMPOSTING PILOT
GOALS FOR THE PILOT PROGRAM
CONNECTION TO CITY GOALS
TIMELINE

Councilmember Whelan stated that there had been some conversations about doing composting at the landfill, she asked about the status. Public Works Director Andy Bertelsen indicated that on November 12, 2019 staff will be presenting to Council on the life of the landfill and current operations. The program with NAU will help test things out slowly and prepare for a larger scale operation at the landfill.

Vice Mayor Shimoni expressed concern about the chemicals that are used on lawns and fields and how those may show up in the composting materials. Parks and Recreation Director Rebecca Sayers indicated that they have been working with NAU on testing the material and none of those chemicals are showing up.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jamie Whelan to read Resolution No. 2019-47 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA BOARD OF REGENTS, FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY, AND THE CITY OF FLAGSTAFF FOR THE PROCESSING OF ORGANIC MATERIAL PRODUCED WITHIN CITY LIMITS AT THE UNIVERSITY'S PROCESSING FACILITY

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2019-47.

Vote: 7 - 0 - Unanimously

F. **Consideration and Adoption of Resolution No. 2019-51:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the State of Arizona, Department of Transportation, and the City of Flagstaff for the advertising, bid, award, excavation and backfill of the channel under the Rio de Flag Bridge on the Interstate 40 Business Route.

Capital Improvement Project Manager Trevor Henry addressed Council stating that the Intergovernmental Agreement is with ADOT for their bridge replacement project. The project is set to begin next construction season in the spring and the agreement covers work that will support the Rio De Flag flood control project.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to read Resolution No. 2019-51 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, AND THE CITY OF FLAGSTAFF FOR THE ADVERTISING, BID, AWARD, EXCAVATION AND BACKFILL OF THE CHANNEL UNDER THE RIO DE FLAG BRIDGE ON THE INTERSTATE – 40 BUSINESS ROUTE.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2019-51.

Vote: 7 - 0 - Unanimously

RECESS

The 4:30 p.m. portion of the October 15, 2019, Regular Council Meeting recessed at 5:15 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of October 15, 2019, at 6:00 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).

11. ROLL CALL

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

PRESENT: ABSENT:

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

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

12. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

13. PUBLIC PARTICIPATION

Heather Newman addressed Council requesting that the transgender flag be flown from November 16, 2019 through November 23, 2019 to bring awareness and visibility to the transgender community and acknowledge the discrimination and violence they face.

Debra Taylor, President of Northern Arizona Pride Association, addressed Council to thank them for recognizing the importance and symbolism of the pride flag and asked that they fly the transgender flag in November. She also requested that 18 smaller flags be posted in memory of the 18 lives lost.

Steve Finch with the Flagstaff Lodging, Restaurant, and Tourism Association addressed Council about the lack of affordable housing and how recently discussed zoning changes discourage vertical building which is needed to bring in more units.

Paul Beier addressed Council offering thanks to city staff and their hard work.

Anthony Garcia addressed Council concerning the civil disobedience that happened in City Hall yesterday. He thanked Mayor Evans for her tact, compassion, tolerance, and patience in the situation.

Al White addressed Council asking them to attend the Center for the Arts visioning event on October 16, 2019 and to support arts in northern Arizona.

Phillip Nackard addressed Council about traffic in Flagstaff and the Lone Tree Overpass.

14. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

None

15. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2019-49 and Ordinance No. 2019-32:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "Case No. PZ-19-00094 Updates to Zoning Code 2019 –Miscellaneous Part 1" ~~"Case No. PZ-19-00095 Updates to Zoning Code 2019 - Accessory Dwelling Units"~~; 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 (Ordinance No. 2011-20), for the purpose of modifying chapters, divisions, and sections of Title 10, Flagstaff Zoning Code, including the sections of Division 10-20.30: Common Procedures, Division 10-20.40: Permits and Approvals, Division 10-30.60: Site Planning Design Standards, Division 10-40.30: Non-Transect Zones, Division 10-40.40: Transect Zones, Division 10-40.60: Specific to Uses, Division 10-50.30: Building Height, Division 10-50.40: Encroachments, Division 10-50.50: Fences and Screening, Division 10-50.60: Landscaping Standards, Division 10-50.100: Sign Standards, Division 10-50.90: Resource Protection Standards, and Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, to resolve conflicts, incorporate technical corrections and clarity, and to add new, and modify existing, requirements, provisions, and definitions.

Mayor Evans opened the public hearing.

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

CITY'S REQUEST TO AMEND THE ZONING CODE
PURPOSE
CHAPTER 10-20: ADMINISTRATION, PROCEDURES, AND ENFORCEMENT
TEMPORARY USE PERMITS AND EXEMPT TEMPORARY ACTIVITIES
SECTION 10-40.30.030 RESIDENTIAL ZONES
SECTION 10-40.30.040 COMMERCIAL ZONES
SECTION 10-40.30.050 INDUSTRIAL ZONES
SECTION 10-40.60.020 ACCESSORY BUILDINGS AND STRUCTURES
SECTION 10-40.60.150 DAY CARE HOME AND CENTER
SECTION 10-40.60.250 MINI-STORAGE WAREHOUSING
SECTION 10-50.90.060 FOREST
TECHNICAL ADDITIONS
ADDED DEFINITIONS FOR TEMPORARY AND PERMANENT STORAGE CONTAINERS SECTION
REQUIRED FINDINGS
ADDITIONAL COUNCILMAN DEVELOPED OPTIONS THAT MAY BE INCORPORATED

Councilmember McCarthy thanked Mr. Symer for his assistance and patience with walking him through a number of questions.

Vice Mayor Shimoni confirmed that the public process was not being changed. Mr. Symer stated that the only change is that the public participation requirement is changing from a hearing to a meeting.

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

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2019-49 by title only with the following modifications incorporated into to Exhibit A:

1. Delete patios and trellises, from Section 2, number 10-20.40.080 Minor Improvement Permits. B. 1.;
2. Add the following note to Table 10-40.60.020.B.7.d. of Section 21, "Refer to Section 10-50.50.030 Siting and Building Standards regarding the locations and heights of walls and fences."; and
3. Add the following to the proposed definition of Storage Structure of Section 40, "(Also see the definitions for Storage Structure, Permanent; and Storage Structure, Temporary.)"

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "CASE NO. PZ-19-00094 UPDATES TO ZONING CODE 2019 – MISCELLANEOUS PART 1"

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to read Ordinance No. 2019-32 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, CHAPTERS 10-20, 10-30, 10-40, 10-50, AND 10-80, AS PROVIDED IN THAT CERTAIN DOCUMENT ENTITLED "CASE NO. PZ-19-00094 UPDATES TO ZONING CODE 2019 – MISCELLANEOUS PART 1" DECLARED TO BE A PUBLIC RECORD BY RESOLUTION NO. 2019-49; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

B. **Consideration and Adoption of Resolution No. 2019-48 and Ordinance No. 2019-31:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "Case No. PZ-19-00095 Updates to Zoning Code 2019 - Accessory Dwelling Units"; 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 (Ordinance No. 2011-20), for the purpose of modifying chapters, divisions, and sections of Title 10, Flagstaff Zoning Code, including the sections of Division 10-40.60: Specific to Uses, and Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, to resolve conflicts, incorporate technical corrections and clarity, and to add new and modify existing requirements, provisions, and definitions.

Mayor Evans opened the public hearing.

Mr. Symer provided a PowerPoint presentation that covered the following:

CITY'S CURRENT ZONING CODE PROVISIONS
PURPOSE
ACCESSORY DWELLING UNITS (ADU)
REQUIRED FINDINGS
ADDITIONAL COUNCILMAN DEVELOPED OPTIONS THAT MAY BE INCORPORATED

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

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2019-48 by title only, with the following modification incorporated into to Exhibit A:

1. Add the word “internet” to the requirement of number 17 (a) before the word “telephone”

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “CASE NO. PZ-19-00095 UPDATES TO ZONING CODE 2019 – ACCESSORY DWELLING UNITS”

Councilmember Aslan left the dais.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jamie Whelan to read Ordinance No. 2019-31 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, CHAPTERS 10-40 AND 10-80, AS PROVIDED IN THAT CERTAIN DOCUMENT ENTITLED “CASE NO. PZ-19-00095 UPDATES TO ZONING CODE 2019 – ACCESSORY DWELLING UNITS” DECLARED TO BE A PUBLIC RECORD BY RESOLUTION NO. 2019-48; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Councilmember Aslan returned to the dais.

16. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2019-45: A resolution approving an Intergovernmental Agreement (IGA) between the Arizona Department of Economic Security and the City of Flagstaff to provide up to $150,000 in voluntary city funding to qualified developmental disability service providers within the city limits of Flagstaff, Arizona; and establishing an effective date.

Senior Management Analyst Cliff Bryson provided a PowerPoint presentation that covered the following:

IGA CRT046165 DEVELOPMENTAL DISABILITIES SERVICE PROVIDERS
PRESENTATION OUTLINE
HISTORY
IGA LANGUAGE

The following individuals addressed Council in support of the resolution:

- Jane Lemons
- Monica Attridge
- Armando Bernasconi

The following comments were received:

- Thank you for supporting individuals with developmental disabilities.
- This agreement will give service providers some much needed breathing room to make funding stretch further.
- Disabled people are having to leave Flagstaff because service providers are no longer able to support them.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to read Resolution No. 2019-45 by title only, contingent upon clarification from the State that the funds only cover the difference between the current state minimum wage and the current Flagstaff minimum wage; furthermore, Council authorizes $150,000 now.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY AND THE CITY OF FLAGSTAFF TO PROVIDE $150,000 IN VOLUNTARY CITY TO QUALIFIED DEVELOPMENTAL DISABILITY SERVICE PROVIDERS WITHIN THE CITY LIMITS OF FLAGSTAFF, AZ AND ESTABLISHING AN EFFECTIVE DATE.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Charlie Odegaard to adopt Resolution No. 2019-45.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2019-50:** A resolution of the Flagstaff City Council urging the United States Congress to ratify the United States-Mexico Agreement (USMCA).

Mr. Bryson briefly reviewed the draft resolution with Council.

Joe Galli with the Chamber of Commerce and Karen Enyedy addressed Council in support of the resolution.

Councilmember Aslan requested amendments to the resolution. There was additional discussion about amendments and Mayor Evans asked for the changes to be forwarded to staff for consideration and integration. She asked that the item be tabled until after the Rio De Flag Update.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to table the item to later in the meeting.

Vote: 7 - 0 - Unanimously

Mr. Bryson presented a revised resolution that incorporated the proposed changes from Councilmember Aslan.

Councilmember Salas thanked Council for their support.

Councilmember McCarthy requested the addition of “per year” after the word billion in the fifth

whereas statement.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Regina Salas to read Resolution No. 2019-50 by title only for the first time and include the following amendments:

1. in the first whereas statement, strike "is the strongest and most advanced trade agreement ever negotiated. It" and "truly"
2. before last whereas statement, add "Whereas, the agreement echoes language contained in all U.S. trade agreements, as required under the U.S. Trade Promotion Authority, related to the enforcement of environmental regulations, such as noting that it is “inappropriate to encourage trade or investment by weakening or reducing the protection afforded in the respective environmental law;” and "Whereas, the USMCA maintains the Commission for Environmental Cooperation (CEC), and identifies a broad and ambitious range of environmental and conservation topics to be addressed through trilateral cooperation, within both existing legal agreements and other objectives, including tackling illegal trade in forest products, combating marine plastic litter and reducing alien invasive species"
3. in the fifth whereas statement, add "per year" after billion

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL URGING THE UNITED STATES CONGRESS TO RATIFY THE UNITED STATES-MEXICO-CANADA AGREEMENT (USMCA)

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Regina Salas to adopt Resolution No. 2019-50.

Vote: 7 - 0 - Unanimously

17. DISCUSSION ITEMS

A. Rio de Flag Flood Control Project - Update

Community Development Director Dan Folke introduced the Rio de Flag project management team and turned the presentation over to City Engineer Rick Barrett who provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF RIO DE FLAG FLOOD CONTROL PROJECT
AGENDA
PROJECT IMPORTANCE
HISTORY AND BACKGROUND
COST/FUNDING HISTORY
RIO DE FLAG MAINSTEM PROJECT MAP
CLAY WASH DETENTION BASIN
BUTLER TUNNEL
THORPE BRIDGE
COMPLETED PRELIMINARY PROJECT ELEMENTS
THORPE PARK BALL FIELDS
ADDRESSING COMMUNITY CONCERNS DETENTION AND FLOODWALLS
THORPE PARK DETENTION ALTERNATIVE – 2000 FEASIBILITY STUDY
NAVAJO DRIVE FLOOD WALL
OPEN CHANNEL
COMPOSITE CHANNEL – UPPER REACH

CLAY AVENUE REACH CROSS SECTIONS
WEST SECTION – OPEN CHANNEL
EAST SECTION – CLOSED CHANNEL
LOWER REACH CROSS SECTION
FEMA DESIGN CONCEPT REPORT

Project Manager Trevor Henry continued the presentation.

PROJECT COST
PROJECT SCHEDULE
CURRENT TOPICS
US ARMY CORP
BNSF RAILWAY
CITY OF FLAGSTAFF
CURRENT TOPICS
PUBLIC OUTREACH
SUMMARY

A break was held from 8:40 p.m. through 8:51 p.m.

The following individuals addressed Council:

- Deborah Harris
- Kathy Flaccus
- Leonard Dalton
- Matthew Muchna
- Eric Nolan
- Marie Jones
- Maryann VanDrieler

The following comments were received:

- Stick with the plan as it is and let's get Southside out of the floodplain.
- This project should not just be a concrete box.
- An engineering study should be commissioned to evaluate the project and treat each neighborhood fairly.
- The current design does not address core values of Flagstaff like habitat, recreation, climate action, tourism, and environment.
- A project that is over $121 million should address more than moving water.
- This does not fully remove all the localized flooding in Flagstaff.
- We need a design that keeps everything above ground and maintains the feel of Flagstaff.
- The City should pursue its own design that follows FEMA standards.
- Concerned about the environmental impact and the removal of a riparian habitat.
- It is important to get people out of the floodplain as quickly as possible.
- A social vulnerability assessment should be done for this project.
- Please continue to engage the public in this process as much as you can.
- Please support the development of an alternative to the Army Corp plan.
- The plan does not provide for aquifer replenishment or recapture.
- Concerned about the lack of meaningful public involvement and support.
- There is no backup if the plan is not funded by the government.
- The composite channel will greatly increase the value north of the tracks; why not a similar enhancement in the southside.

The following individuals submitted written comment cards in opposition to the Army Corp design plans:

- Mimi Murov
- Caroline Pilkington
- Earl Weston
- Janice Busco

Council discussed the project and decided to stay the course and continue working with the Army Corp.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Charlie Odegaard to pick up tabeled item 16B and continue the meeting in accordance with the Council Rules of Procedure.

Vote: 7 - 0 - Unanimously

Council returned to Item 16B.

18. COUNCIL LIAISON REPORTS

None

19. 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 requesting Council declare a Climate Emergency Resolution. This action should be followed by immediately elevating the Sustainability Section to Department status, so staff have the ability to expedite the Climate Action and Adaptation Plan and can then implement CAAP goals. This would be a significant positive step for the public safety of Flagstaff residents.

The following individuals addressed Council in support of declaring a climate emergency:

- Dr. David Spence
- EmilyKate Copenhaver
- Andy Bessler
- Joe Shannon
- Dara Marks Marino
- Liane Giunta

The following comments were received:

- 1,100 local governments and 28 countries have adopted a climate emergency action plan.
- A climate emergency resolution would give urgency to the Climate Action and Adaptation Plan.
- Climate change starts at the local level.
- The climate crisis is the top national security threat.

- The business of normal life must change and integrate into the emergency response.
- Climate change has always been an important topic for Flagstaff.
- This matter must be expedited.
- The climate rally was amazing and showed the support in Flagstaff for climate change.
- Flagstaff should be a leader and be the first in Arizona to declare a climate emergency.

A majority of Council was in favor of moving the item forward and a majority were supportive of expediting to the January 28, 2020 meeting.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion about the name Agassiz to see if the Agassiz designation in Flagstaff is named after biologist Louis Agassiz and, if so, look at renaming anything named after him due to accusations of racism.

At least three Councilmembers supportive of moving the item forward to a future agenda.

C. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion regarding pocket parks.

Councilmember Whelan stated that there had been a decision made that pocket parks are no longer recommended because of the costs associated with them. Some pocket parks were promised and not delivered and it is possible to design pocket parks that do not need constant maintenance.

At least three Councilmembers supportive of moving the item forward to a future agenda.

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

Vice Mayor Shimoni requested that the transgender flag be flown from November 16, 2019 through November 23, 2019.

Councilmember McCarthy requested a FAIR item to review parking alternatives for the Southside, especially if it would be appropriate to issue residential parking permits for on-site parking

Councilmember Aslan requested a FAIR item about the feasibility of initiating a carbon tax at the Flagstaff airport

Councilmember Odegaard stated that the FAIR items are piling up again and Council needs to be careful about the things they are asking for and the time it will take to get to all of them.

Councilmember Salas stated that she attended the Out of the Darkness walk at Buffalo Park to create awareness for suicide.

21. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held October 15, 2019, adjourned at 11:15 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 October 15, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 5, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held November 5, 2019, to order at 4:31 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 EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

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 McCarthy 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 Work Session of January 8, 2019; Budget Retreat of January 9, 2019; Regular Meeting of January 15, 2019; and Work Session of September 24, 2019.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Charlie Odegaard to approve the minutes of the City Council Work Session of January 8, 2019; Budget Retreat of January 9, 2019; Regular Meeting of January 15, 2019; and Work Session of September 24, 2019.

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. **Recognition:** Police Officer and Firefighter of the Year/Exchange Club Award

Police Chief Kevin Treadway highlighted and presented Sergeant Charlie Hernandez with the Exchange Club Police Officer of the Year Award.

Fire Chief Mark Gaillard presented Captain Earl Calendar and Captain Dwayne Deck with the Exchange Club Fire Fighter of the Year Award.

B. **Recognition:** Plug In America "EV City/Municipality" Award

Sustainability Manager Nicole Antonopoulos presented Council with the EV City/Municipality Award awarded to the City of Flagstaff for their work on the 2018 Energy Conservation Code. She thanked Building Official Amy Palmer, Building Plans Examiner Victoria St. Clair, and Sustainability Specialist Jenny Niemann for their work on the building code.

7. APPOINTMENTS

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

A. **Consideration of Appointments:** Tourism Commission.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jamie Whelan to appoint Chris Verrill to term expiring January 2021.

Vote: 7 - 0 - Unanimously

B. **Consideration of Appointments:** Housing Commission

Moved by Councilmember Jim McCarthy, to appoint Karen Flores to the Lender position with a term expiring September 2021.

Vote: 7 - 0 - Unanimously

C. **Consideration of Appointments:** Heritage Preservation Commission.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to appoint David Hayward, Historic Property Owner, to a term expiring December 2022.

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jamie Whelan to appoint Harris Abernathy, At-Large, to a term expiring December 2022.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to appoint Charles Webber, Professional, to a term expiring December 2021.

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 Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Purchase through a Cooperative Purchase Contract:** To purchase one (1) 2019 International CV515 SFA Barricade Traffic Control Truck.

1. Approve the equipment purchase for one (1) 2019 International CV515 SFA Barricade Traffic Control Truck from RWC Group in the amount of $99,341.29 through cooperative purchase contract #CTR041813.
2. Authorize the City Manager to execute the necessary documents

B. **Consideration and Approval of Purchase through a Cooperative Purchase Contract:** To purchase one (1) 2020 International HV513 SFA Heavy Plow Truck from the RWC Group, LLC through a cooperative purchase contract with the Arizona Department of Administration, State Procurement Office in the amount of $270,949.24.

1. Approve the equipment purchase for one (1) 2020 International HV513 SFA Heavy Duty plow truck from RWC Group in the amount of $270,949.24 through cooperative purchase contract #CTR041813 with the Arizona Department of Administration, State procurement office.
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Purchase through a Cooperative Purchase Contract:** To purchase two (2) 2020 International HV507 SFA Heavy Plow Trucks from the RWC Group, LLC through a cooperative purchase contract with the Arizona Department of Administration, State Procurement Office in the amount of $463,405.36.

1. Approve the equipment purchase for two (2) 2020 International HV507 SFA Heavy Duty plow truck from RWC Group, LLC in the amount of $463,405.36 through cooperative purchase contract #CTR041813 with the Arizona Department of Administration, State procurement office
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Purchase through a Cooperative Purchase Contract:** To purchase one (1) 2020 International MV607 SBA Asphalt Pothole Patch Truck.

1. Approve the equipment purchase for one (1) 2020 International MV607 Asphalt Pothole Patch Truck from RWC Group in the amount of $188,016.86 through cooperative purchase contract #CTR041813.
2. Authorize the City Manager to the necessary documents

E. **Consideration and Approval of a Grant Agreement:** Between the City of Flagstaff and the Governor's Office of Highway Safety for Driving Under the Influence/Impaired Driving Enforcement and Equipment Grant #2020-405d-013.

Approve the acceptance of the Grant from the Governor's Office of Highway Safety in the amount of $50,918.00, for the Flagstaff Police Department to increase staffing in an attempt to reduce injury motor vehicle collisions caused by impaired drivers. The funds will also be used to purchase an Intoxilyzer 9000, a laser printer 19000, and a handheld 2D barcode reader.

F. **Consideration and Approval of Final Plat** Request by Brookfield Communities, Inc. for Final Plat approval for Woodshire on Butler Condominiums, a 50-unit residential condominium subdivision. The approximately 4.06-acre site is located at 2989 E. Butler Avenue in the HC, Highway Commercial zone and 3001 E. Butler Avenue in the HR, High-Density Residential zone; both are in a Resource Protection Overlay (RPO) zone. **(Subdivision of approximately 4.06 acres into 50 lots located at 2989 and 3001 E. Butler Avenue)**

Staff recommends approving the final plat with no conditions and authorizing the Mayor to sign both the plat and City/Subdivider Agreement when notified by staff that the documents are ready for recording.

9. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2019-34:** An ordinance of the City Council of the City of Flagstaff, relating to the financing of certain projects, specifically approving publication of notice of proposed lease of land and buildings from, and lease-purchase back of such land and buildings to, the City and request for bids in connection therewith; authorizing the acceptance of a bid with respect thereto; approving the sale and execution and delivery of Certificates of Participation in a lease-purchase agreement to provide the necessary financing therefor; approving the form and authorization the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the certificates; delegating authority to the Management Services Director of the City to determine certain matters and terms with respect to the foregoing; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this ordinance and ratifying all actions taken to further this ordinance; providing for severability, authority for clerical corrections, and establishing an effective date **(Certificate of Participation Debt Authorization - Municipal Court Facilities)**

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2019-34 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, RELATING TO THE FINANCING OF CERTAIN PROJECTS, SPECIFICALLY APPROVING PUBLICATION OF NOTICE OF PROPOSED LEASE OF LAND AND BUILDINGS FROM, AND LEASE-PURCHASE BACK OF SUCH LAND AND BUILDINGS TO, THE CITY AND REQUEST FOR BIDS IN CONNECTION THEREWITH; AUTHORIZING THE ACCEPTANCE OF A BID WITH RESPECT THERETO; APPROVING THE SALE AND EXECUTION AND DELIVERY OF CERTIFICATES OF PARTICIPATION IN A LEASE-PURCHASE AGREEMENT TO PROVIDE THE NECESSARY FINANCING THEREFOR; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE CERTIFICATES; DELEGATING AUTHORITY TO THE MANAGEMENT SERVICES DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS ORDINANCE; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to adopt Ordinance No. 2019-34.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2019-35:** An ordinance of the City Council of the City of Flagstaff, (1) providing for the sale and issuance of City of Flagstaff, Arizona General Obligation Bonds, Series 2019 and for the annual levy of a tax for the payment of the bond; (2) approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the bonds; (3) delegating authority to the Management Services Director of the City to determine certain matters and terms with the respect to the foregoing; (4) adopting continuing disclosure procedures in

connection with issuance of obligations of the City; and (5) authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this ordinance and ratifying all actions taken to further this; providing for severability, authority for clerical corrections, and establishing an effective date ***(General Obligation Debt Authorization - Public Safety Communication Equipment and Municipal Court Facilities)***

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2019-35 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, (1) PROVIDING FOR THE SALE AND ISSUANCE OF CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION BONDS AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; (2) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE BONDS; (3) DELEGATING AUTHORITY TO THE MANAGEMENT SERVICES DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; (4) ADOPTING CONTINUING DISCLOSURE COMPLIANCE PROCEDURES IN CONNECTION WITH ISSUANCE OF OBLIGATIONS OF THE CITY; AND (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Ordinance No. 2019-35.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2019-33:** An ordinance of the City Council of the City of Flagstaff, approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Financing Authority of Arizona from its Clean Water Revolving Fund program; delegating the determination of certain matters relating thereto to the Management Services Director of the City; providing the transfer of certain moneys and making certain covenants and agreements with respect thereto and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement; providing for severability, authority for clerical corrections, and establishing an effective date **(Water Infrastructure Loan Authorization - Flagstaff Watershed Protection Project)**

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2019-33 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA FROM ITS CLEAN WATER REVOLVING FUND PROGRAM; DELEGATING THE DETERMINATION OF CERTAIN MATTERS RELATING THERETO TO THE MANAGEMENT SERVICES DIRECTOR OF THE CITY; PROVIDING FOR THE TRANSFER OF CERTAIN MONEYS AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY SUCH LOAN AGREEMENT; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2019-33.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Ordinance No. 2019-30:** An ordinance of the City Council of the City of Flagstaff, dedicating certain City property as public right-of-way within the area of John Wesley Powell Boulevard and Shamrell Boulevard; delegating authority to complete the transactions and establishing an effective date.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to read Ordinance No. 2019-30 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, DEDICATING CERTAIN CITY PROPERTY AS PUBLIC RIGHT-OF-WAY WITHIN THE AREA OF JOHN WESLEY POWELL BOULEVARD AND SHAMRELL BOULEVARD; DELEGATING AUTHORITY TO COMPLETE THE TRANSACTIONS AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2019-30.

Vote: 7 - 0 - Unanimously

E. **Consideration and Adoption of Resolution No. 2019-49 and Ordinance No. 2019-32:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "Case No. PZ-19-00094 Updates to Zoning Code 2019 –Miscellaneous Part 1"; 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 (Ordinance No. 2011-20), for the purpose of modifying chapters, divisions, and sections of Title 10, Flagstaff Zoning Code, including the sections of Division 10-20.30: Common Procedures, Division 10-20.40: Permits and Approvals, Division 10-30.60: Site Planning Design Standards, Division 10-40.30: Non-Transect Zones, Division 10-40.40: Transect Zones, Division 10-40.60: Specific to Uses, Division 10-50.30: Building Height, Division 10-50.40: Encroachments, Division 10-50.50: Fences and Screening, Division 10-50.60: Landscaping Standards, Division 10-50.100: Sign Standards, Division 10-50.90: Resource Protection Standards, and Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, to resolve conflicts, incorporate technical corrections and clarity, and to add new, and modify existing, requirements, provisions, and definitions.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2019-49.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to read Ordinance No. 2019-32 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, CHAPTERS 10-20, 10-30, 10-40, 10-50, AND 10-80, AS PROVIDED IN THAT CERTAIN DOCUMENT ENTITLED "CASE NO. PZ-19-00094 UPDATES TO ZONING CODE 2019 – MISCELLANEOUS PART 1" DECLARED TO BE A PUBLIC RECORD BY RESOLUTION NO. 2019-49; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Ordinance No. 2019-32.

Vote: 7 - 0 - Unanimously

F. **Consideration and Adoption of Resolution No. 2019-48 and Ordinance No. 2019-31:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "Case No. PZ-19-00095 Updates to Zoning Code 2019 - Accessory Dwelling Units"; 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 (Ordinance No. 2011-20), for the purpose of modifying chapters, divisions, and sections of Title 10, Flagstaff Zoning Code, including the sections of Division 10-40.60: Specific to Uses, and Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, to resolve conflicts, incorporate technical corrections and clarity, and to add new and modify existing requirements, provisions, and definitions.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2019-48.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2019-31 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, CHAPTERS 10-40 AND 10-80, AS PROVIDED IN THAT CERTAIN DOCUMENT ENTITLED "CASE NO. PZ-19-00095 UPDATES TO ZONING CODE 2019 – ACCESSORY DWELLING UNITS" DECLARED TO BE A PUBLIC RECORD BY RESOLUTION NO. 2019-48; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

Moved by Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to adopt Ordinance No. 2019-31.

Vote: 7 - 0 - Unanimously

RECESS

The 4:30 p.m. portion of the November 5, 2019, Regular Council Meeting recessed at 5:10 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of November 5, 2019, at 6:00 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).

10. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

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

11. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

12. PUBLIC PARTICIPATION

Mayor Evans recognized that Boy Scout Troop 31 from the Federated Church of Flagstaff was in the audience working on their Citizenship in the Community merit badge.

13. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

None

14. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2019-53 and Ordinance No. 2019-36: A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "*Animal Keeping Code Amendments*;" and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 6, Police Regulations, Chapter 3, Animal Keeping, by referencing that certain document entitled " *Animal Keeping Code Amendments*"; providing for repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

Sustainability Specialist Dylan Lenzen provided a PowerPoint presentation that covered the following:

ANIMAL KEEPING CODE REVISIONS
RECAP OF PREVIOUS DISCUSSION
TIMELINE
ANIMAL KEEPING PERMIT PROCESS
EXAMPLE OF A PLOT DRAWING
ADJUST SETBACK REQUIREMENTS
ADDITIONAL REVISIONS
PROHIBIT GOATS ON SMALL LOTS
EDUCATION AND OUTREACH
INTERNAL PROCESS
DISCUSSION ON PERMIT FEE

Councilmember McCarthy stated that it is appropriate that the person keeping the animals be the one who provides the distance between the dwellings. He believes that there should be at least ten feet at the property line instead of five.

A majority of Council was supportive of the change.

In terms of the permit fee, Councilmember Aslan stated that he feels that $80 is too high. Councilmember McCarthy stated that since it is a one-time fee, he is comfortable with the $80 permit fee.

Mayor Evans stated that she believes that 100% cost recovery is necessary but suggested starting with $40 and then raising to $80 at a certain point.

Councilmember Whelan noted that the issue is about creating one's own food source and there is extra effort associated with that. She would like to see the fee set at $20 and then adjust if necessary.

Mayor Evans expressed concern about housing the permitting process in Sustainability and feels that the permit should come from a different area of the city.

Councilmember Odegaard added that enforcement and permitting always seems to land in Community Development. He is supportive of starting with $40 and then readjust as more is known about true time and costs.

Councilmember Salas stated that she liked the tiered approach in terms of having an introductory permit fee and then after the grace period increasing to the full $80 for 100% cost recovery.

A majority of Council would like to have the introductory permit fee of $40 and then go up to $80.

Council asked that the code reflect that birds wings must be clipped, or they must be contained within a structure.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2019-53 by title only and include the following:

1. Animal keeping be at least ten fee from the property line if property line abuts another residential property.
2. Birds shall have clipped wings or be in a covered enclosure.
3. There will be a permit appeals process to be determined.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "ANIMAL KEEPING CODE AMENDMENTS"

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2019-36 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 6, POLICE REGULATIONS, CHAPTER 3, ANIMALS, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "ANIMAL KEEPING CODE AMENDMENTS"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

15. DISCUSSION ITEMS

A. 2019 Public Works-Streets Snow Operations Readiness Update

Streets Director Scott Overton provided a PowerPoint presentation that covered the following:

SNOW OPERATIONS READINESS REPORT 2019
EQUIPMENT PREPARATIONS
PERSONNEL PREPARATIONS
STORM PREPARATIONS
POST STORM OPERATIONS
PUBLIC OPERATIONS ASSISTANCE

Councilmember McCarthy asked how it is determined when streets get plowed. Mr. Overton explained that main roads are plowed when accumulation begins and residential roads will be

plowed when accumulations reach three inches or more.

Mayor Evans stated that there are many who do not follow the winter parking ordinance, she asked when ticketing and towing occurs. Mr. Overton stated that it is a challenge and thy are trying to be courteous to citizens while preserving operations. At this stage they are focusing on education. Vehicles are towed as a last resort. Mayor Evans suggested that the Neighborhood Liaison may be able to help with education in the areas near campus.

Vice Mayor Shimoni noted that the bike paths are usually the last to be cleaned of cinders in the spring; he asked if there is a better way to prioritize those lanes for sweeping. Mr. Overton explained that sweeping operations start immediately after snow is cleared but it takes time with over 700 lane miles and four operators.

B. **Schultz Creek Trailhead Community Survey Results, Update, and Future Direction:** Staff will share the results of a community surveys that requested input on how the 20-acre City of Flagstaff property in the Schultz Creek area (3620 W Schultz Pass Rd., Parcel # 30047004), zoned as open space, could be developed and managed. Staff will request direction from City Council on development and management of the parcel.

Open Space Specialist Robert Wallace provided a PowerPoint presentation that covered the following:

SCHULTZ CREEK TRAILHEAD
DISCUSSION
LOCATION MAP
SCHULTZ CREEK TRAILHEAD BACKGROUND
SCHULTZ CREEK TRAILHEAD SURVEY RESULTS
COMMUNITY CONCERNS
500 RESPONSES
IN GENERAL
OVERVIEW MAP
SCHULTZ CREEK TRAILHEAD, “THE Y”
SCHULTZ CREEK TRAILHEAD OPTIONS

Councilmember McCarthy asked how much land it would take to put in 30 parking spaces. Mr. Wallace stated it would likely be less than an acre.

Councilmember Odegaard stated that many people have been parking on the private property portion of the area and he asked if the owner is allowing that parking or if there had been attempts to mitigate the parking there. Mr. Wallace explained that the he believes that the owner has been allowing the parking, but they anticipate that the privately owned land may no longer be available in the near future.

Joe Shannon and Ian Torrence addressed Council in support of improving the Schultz Creek Trailhead.

Following discussion, Council gave no direction to change course on the use of the property.

A break was held from 8:20 p.m. through 8:30 p.m.

16. COUNCIL LIAISON REPORTS

Councilmember Aslan complimented Sustainability on a successful open house last week.

Councilmember Whelan congratulated NAIPTA for their work to prevent a $1.2 Billion cut in federal transportation dollars.

17. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a discussion as to when and how the City might negotiate an agreement to disallow short term rentals such as through development agreements or rezoning agreements.

Councilmember McCarthy stated that he is looking for Council support to move the item forward for discussion.

The following individuals addressed Council regarding short-term rentals:

- Tobias Kreidel
- Allison Steinly

The following comments were received:

- Short-term rentals are a huge issue in the state.
- Short-term rental owners are small business owners that make contributions to the community.
- Existing regulations must be enforced and acted upon to keep the property owners accountable.
- Existing properties should be grandfathered in.
- Problem properties that generate complaints and do not follow rules should be penalized.
- Responsible renters should not be punished.
- Action by the city should wait until the legislature can formally decide on something at the state level.

Councilmember Odegaard stated that a development had just been before Council for a rezone and Council was able to limit short-term rentals. Community Development Director Dan Folke explained that the development agreement is a good mechanism for a new development project to limit short-term rentals and puts enforcement power into the hands of the homeowner's association.

Mr. Solomon explained that if there is Council support to move forward with the item, there would be some additional legal research to make sure the city is working in accordance with the law. Municipalities are not allowed to regulate short term rentals but homeowner's associations have that ability.

At least three Councilmembers were in support of moving the item forward to a future agenda.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion about reasonable restrictions on the uses of potable water.

Councilmember Aslan stated that he would like to have a future conversation about policies that speak to water consumption behavior especially for people who have more resources at their disposal. This is not about keeping people from using water, it is about creating policy to incentivize people to not use water as they otherwise would in certain situations.

A majority of Council was supportive of moving the item forward.

18. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report with Council.

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

Vice Mayor Shimoni reported that Halloween at City Hall was a lot of fun and he thanked staff for their work putting it together. He reported he attended a tribal symposium that was well organized and a good event. He met with Representative Blackman and the Arizona League last week about short term rentals and state shared revenues. He stated that he is looking forward to the Recovery Court graduation tomorrow and the LAUNCH Flagstaff breakfast on Thursday.

Councilmember Whelan made the following requests:

1. When referring to the budget year please use the full year name.
2. Hold budget retreats in concurrent days rather than splitting the process up over different months.
3. Budget requests be provided to Council throughout the process, not just on the last day of the retreat.

Councilmember McCarthy reported that he attended a meeting in Winslow to discuss the preservation of Amtrak. He would like Council to consider Amtrak preservation as a future Council priority. He would also like the City to become members of All Aboard Arizona to show support and be made aware of issues and upcoming events.

Councilmember Aslan requested a CCR on the background of banning of plastic bags in Flagstaff.

Councilmember Odegaard reported that he attended the International Downtown Business Alliance meeting. It was a great meeting with beneficial breakout sessions.

Councilmember Salas commended the Economic Vitality Division and their work with local businesses. She requested that the DBA consider starting local's night earlier on Tuesday night. She also noted that Monday is Veteran's Day and offered gratitude to all who have served.

Mayor Evans reported that she, and Councilmembers McCarthy and Aslan, had a great

meeting with BNSF and the Army Corp about the Rio project.

20. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held November 5, 2019, adjourned at 9:24 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 November 5, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 19, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held November 19, 2019, to order at 4:31 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 EVANS
VICE MAYOR SHIMONI (telephonically)
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

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 Mr. Clifton 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. 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.

Economic Vitality Director Heidi Hansen announced that the flagstafflocal.com campaign will launch on Thursday, November 21, 2019. She encouraged Council and the public to sign up and learn more about participating.

5. PROCLAMATIONS AND RECOGNITIONS

A. **Recognition:** Utility of the Future, Today - Water Environment Foundation Award

Water Services Director Brad Hill presented Council with the Water Resources Utility for the Future, Today Award. Flagstaff was recognized for its forward-thinking initiatives, recovery of resources, and transformational approach to utility management.

B. **Recognition:** President's Award of Recognition - WateReuse Arizona

Deputy City Manager Shane Dille recognized Water Services Director Brad Hill for being the recipient of the WateReuse Arizona President’s Award of Recognition. Mr. Hill has demonstrated a long commitment to being a steward of water, effective water management, and commitment to water recycling initiatives in Flagstaff.

C. **Recognition:** Flagstaff Medical Center

Council recognized Flo Spyrow and Flagstaff Medical Center for being named as the second-best hospital in Arizona.

D. **Proclamation:** Transgender Remembrance Day

Mayor Evans read and presented the Transgender Remembrance Day Proclamation to the Commission on Diversity Awareness.

6. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Staci Lynn Kay "Mountain Top Tap Room," 10 E. Route 66, Series 7 (beer and wine bar) Owner Transfer.

Mayor Evans opened the public hearing.

Police Sergeant Collin Seay provided a brief description of the liquor license application.

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

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to forward the application to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

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.

Councilmember Odegaard asked to pull Item 7C.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to approve Consent Items 7A, 7B, 7D, 7E, 7F, 7G, 7H

Vote: 7 - 0 - Unanimously

A. **Consideration of Ratifying the Grant Agreement:** Ratify the Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration (FAA) to Acquire Airport Snow Removal Equipment.

Ratify the Grant Agreement #3-04-0015-043-2019 with the U.S. Department of Transportation, Federal Aviation Administration in the amount of $1,465,664 to acquire Snow Removal Equipment, #1-Multi-Use Plow/Sweeper, #2-Hopper/Spreader, #3-Hopper/Spreader.

B. **Consideration and Approval of Two Purchase Contracts:** One (1) Multi-Task Equipment vehicle from M-B Co Inc., and two (2) Material Spreader vehicles from Quality Truck and Care Center, Inc. for the Flagstaff Airport.

1. Approve the purchase of one (1) Multi-Task Equipment vehicle from **M-B Co Inc** in the amount of **$757,331.57** and two (2) Material Spreader and Vehicles from **Quality Truck and Care Center, Inc** in the amount of **$686,234.48** with U.S. Department of Transportation, Federal Aviation Administration (FAA) grant funds for a total cost of $1,443,556.05; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Approve the construction contract with RTR Paving and Resurfacing, LLC in the amount of $1,246,470.00 for the Industrial Drive and Fanning Wash Improvement project.

Councilmember McCarthy noted that there is not much traffic on this road and asked how the project was prioritized over others. Project Manager Randy Groth stated that Industrial Drive was recognized a number of years ago for improvement due to the tie into Country Club. This segment was on private property and the City acquired the property to moved forward and the Transportation Tax Commission had recommended it as part of the transportation tax projects.

Councilmember Whelan also expressed concerns with the priority level of the project. She stated that there were other more pressing projects that she feels rise to the need of action before this one.

City Engineer Rick Barrett stated that he is working with the City Manager's Office to develop a more robust council prioritization process for projects. He noted that priorities also vary based on where the funding for the project is coming from.

Vice Mayor Shimoni asked if the bike lanes are being put in adjacent to or separate from vehicle lanes. Mr. Groth explained that it is the standard cross section developed in the Engineering Standards; standard bike lanes on the roadway and there will be a sidewalk on the southside of the road. Vice Mayor Shimoni expressed his desire to better integrate bicycle safety into new roads.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to approve the construction contract with RTR Paving and Resurfacing, LLC in the amount of $1,246,470.00 and a contract duration of 275 calendar days; approve a contract allowance of $62,323.50, which is 5% of the lowest responsive bid; approve Change Order Authority to the City Manager in the amount of $124,647.00 which is 10% of the lowest responsive bid; and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

D. **Consideration and Approval through a Cooperative Purchase Contract:** To purchase one (1) 2019 Caterpillar 416F2 4ECP Backhoe Loader Standard Equipment

1. Approve the equipment purchase for one (1) 2019 Caterpillar 416F2 4ECP Backhoe Loader Standard Equipment from Empire Machinery through a cooperative purchase contract #161534 in the amount of $115,198.00; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Engineering Professional Services Contract:** Coconino Estates Improvements Phase II Project.

1. Approve the Engineering Professional Services Contract to The WLB Group of Flagstaff, Arizona in an amount not to exceed $566,501.00, which includes a $27,000 Contract Allowance (5% of the contract amount excluding the Contract Allowance), with a contract period of 750 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Amendment to Lease Agreement :** First Amendment to Airport Lease Agreement with Peabody Western Coal

Consideration and Approval of Assignment and Consent to Assignment: of lease to Wiseman Aviation.

1. Approve the First Amendment to Airport Lease Agreement
2. Approve the Assignment and Consent to Assignment of the Lease to Wiseman Aviation.

G. **Consideration and Approval of Lease Amendment:** Lease No: GS-09P-94446 for Building 3 of the United States Geological Survey (USGS) facility located at 2255 North Gemini Drive, Flagstaff, Arizona 86001 (Extend the lease term for two years).

Approve the Lease Amendment to extend the Lease through December 31, 2021.

H. **Consideration and Approval of Lease Amendment:** Lease No: GS-09P-03408 for Buildings 4 and 5 of the United States Geological Survey (USGS) facility located at 2255 North Gemini Drive, Flagstaff, Arizona 86001 (Extend the lease term for two years).

Approve the Lease Amendment to extend the Lease through December 31, 2021.

8. ROUTINE ITEMS

A. **Consideration and Approval of Office Lease Agreement:** Between the HOPI TRIBE ECONOMIC DEVELOPMENT CORPORATION, a federally chartered corporation, wholly owned by the Hopi Tribe, a federally recognized Indian tribe, 5200 E. Cortland Blvd., Suite E200 (Landlord) and the City of Flagstaff, a municipal corporation (Tenant);

Consideration and Approval of Sub-Lease: For a portion of the Hopi Building at Heritage Square Between City of Flagstaff (City) and the Flagstaff Metropolitan Planning Organization (FMPO);

Consideration and Approval of Sub-Lease: For a portion of the Hopi Building at Heritage Square Between the City of Flagstaff (City) and the Downtown Business Alliance (DBA).

Park Flag Leadworker Gail Brockman addressed Council stating that the lease agreements will provide office space for Park Flag, DBA, and the FMPO. A number of other locations were reviewed but were found to be inadequate for the space needs.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to approve the office lease agreement between the HOPI TRIBE ECONOMIC DEVELOPMENT CORPORATION, a federally chartered corporation, wholly owned by the Hopi Tribe, a federally recognized Indian tribe, 5200 E. Cortland Blvd., Suite E200 (Landlord) and the City of Flagstaff, a municipal corporation (Tenant).

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to approve the sub-lease for a portion of the Hopi Building at Heritage Square Between City of Flagstaff (City) and the Flagstaff Metropolitan Planning Organization (FMPO).

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to approve the sub-lease for a portion of the Hopi Building at Heritage Square Between the City of Flagstaff (City) and the Downtown Business Alliance (DBA).

Vote: 7 - 0 - Unanimously

RECESS

The 4:30 p.m. portion of the November 19, 2019, Regular Council Meeting recessed at 5:17 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of November 19, 2019, at 6:01 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).

9. ROLL CALL

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

PRESENT: ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI (telephonically)
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

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

10. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

11. PUBLIC PARTICIPATION

Al White addressed Council regarding the recent damages to Theatrikos and urged the City to take more responsibility for the upkeep of the building.

Recreation Director Jon Wilson & Terry Madeksza with the Downtown Business Alliance addressed Council with an invitation to the annual Winter Wonderland and Tree lighting ceremony. They also encouraged participation in the other winter and holiday events downtown.

Monica Foos addressed Council thanking them and staff for their participation in a successful Stuff the Bus food drive.

Mr. Clifton introduced Samantha Stone, the Northern Arizona Outreach Coordinator for Senator McSally.

12. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

None

13. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2019-53 and Ordinance No. 2019-36: A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "*Animal Keeping Code Amendments*;" and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 6, Police Regulations, Chapter 3, Animal Keeping, by referencing that certain document entitled " *Animal Keeping Code Amendments*"; providing for repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

Sustainability Specialist Dylan Lenzen provided a PowerPoint presentation that covered the following:

ANIMAL KEEPING CODE REVISIONS
DISCUSSION
AN ITERATIVE PROCESS
4-H CONSIDERATIONS
EXISTING DATA ON ANIMAL KEEPING
OPTIONS FOR CONSIDERATION
PERMITTING
OPTION A – AS CURRENTLY PROPOSED
OPTION B – PROPOSED PERMITTING PROCESS ABOVE WITH REDUCED PERMIT PROCESS
OPTION C –
OPTION D – NO PERMIT
SETBACKS
OPTION A – AS CURRENTLY PROPOSED
OPTION B – REGULATE BY LOT SIZE
OPTION C – INCREASE SETBACKS FOR GOATS

The following individuals addressed Council about the animal keeping ordinance:

- Ben Brown
- Nancy Harrison
- Dennis Harrison
- Kathleen Preston
- Art Babbott
- Jake Bacon
- Susan Huerta
- Katie Farner

The following comments were received:

- The smell that comes from goat urine is unbearable.
- Would like to see power to enforce, especially when there are multiple complaints.
- There needs to be better definition between an alley and easement.
- Most goats kept in residential areas are not large goats.
- Most people are responsible goat owners who are now caught between two extremes.
- Registration and a permit fee is a reasonable request.
- Should you follow any option other than Option D it would change the setbacks, establish a permitting system, and reduce the number of properties by almost all.
- If you want to stay consistent with other cities and towns you would not implement a permit process.
- The size of the animal must match the size of the property.

- If you want to encourage sustainable farming, healthy foods, and people sustaining themselves it is important to keep this simple.
- If you institute a permitting process and charge fees for this you are making it a hobby for people who have more money and land.
- There is a lot of innovation people can do to keep goats in an urban setting. Too many rules would hamper that innovation.
- Helping people be sustainable and keeping animals in a small area makes more sense.
- Five foot set backs are reasonable for animals such as rabbits and chickens.
- Goats should be allowed in a 20,000 sqft lot.
- Part of the nuisance ordinance should include an enforceable provision that allows for the removal of animals.
- Base the regulations on lot size rather than zoning designation.
- The Council cannot legislate their way out of the situation; the nuisance laws need more refinement to address the issue.
- Address the nuisance and remove the animals when warranted.
- Plenty of people are not causing problems and are keeping animals responsibly; do not penalize them for the few problems.
- The key to all of this is responsible ownership of animals.

Councilmember McCarthy stated that he does not believe permits are necessary for chickens, but they are for larger livestock such as goats.

Councilmember Odegaard stated that he prefers Option C with a permit but no fee. The permits allow for data gathering and a better way to deal with enforcement. With regard to setbacks, he prefers Option A. With goats, he would like to leave things as they are and see what data is obtained with the permits. He is supportive of including a way to revoke permits as part of the code compliance.

Councilmember Salas stated that she is supportive of individual responsibility, voluntary compliance, and self-regulation especially with animals on private property. I respect private property rights, but those rights can be curtailed when actions impeach on neighbors' rights. 27 complaints in the last three years does not justify permitting or additional government regulation. It is time to look into existing codes and strengthen enforcement while at the same time encouraging responsible owners to spread the word on how to be responsible owners. She is supportive of Option B for permitting.

Mayor Evans stated that she is supportive of Option C for permitting. She stated that regardless of the outcome, nuisance ordinances need to be strengthened so there is a way to penalize long-term, continuous complaints. If this is pushed off as a code enforcement issue, then a discussion needs to happen about budget and staffing allocation to deal with animal keeping.

Councilmember Whelan stated that she has no interest in permitting or charging a fee until there is data to support a decision.

Vice Mayor Shimoni stated that he supports Option B with no permit at this time. The issues should move forward under nuisance ordinances and he is interested in further budget discussions about resources for code enforcement.

Councilmember Aslan stated his support for Option C with a permit but no fee for large and small livestock except rabbits and chickens. He is also supportive of Option B for setbacks.

Mayor Evans stated that if it is the will of the Council to have a permit system that allows for

the removal of animals due to excessive calls and complaints then she is not as concerned about the setbacks or lot size. Councilmember Odegaard indicated that he is supportive of that approach.

Vice Mayor Shimoni stated Option C if it is free and he supports a minimum of 5,000 sqft per goat without setbacks.

Councilmember McCarthy voiced support for Option C for permitting, Option A for setbacks, and leave everything else in existing law.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to adopt Resolution No. 2019-53 with the following amendments:

1. Develop a permitting requirement for keeping livestock animals that is free and streamlined.
2. The setback requirements for shelters are at least ten feet from the shelter to the property line abutting a residential lot; the setbacks may extend up to the property line if it is abutting an alley and the setback requirements will be at least twenty feet from the shelter to a neighbor dwelling.
3. Concerning goats, the number of animals permitted will be in accordance to existing code.

Vote: 4 - 3

NAY: Councilmember Jamie Whelan
Councilmember Regina Salas
Vice Mayor Adam Shimoni

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2019-36 by title only for the final time.

Vote: 4 - 3

NAY: Councilmember Jamie Whelan
Councilmember Regina Salas
Vice Mayor Adam Shimoni

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 6, POLICE REGULATIONS, CHAPTER 3, ANIMALS, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "ANIMAL KEEPING CODE AMENDMENTS"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2019-36.

Vote: 4 - 3

NAY: Councilmember Jamie Whelan
Councilmember Regina Salas
Vice Mayor Adam Shimoni

A break was held from 8:33 p.m. through 8:42 p.m.

Mayor Evans reordered the agenda taking Items 14A and 14B next.

B. **Consideration of Intergovernmental Agreement and Adoption of Resolution No. 2019-55:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Northern Arizona Council of Governments (NACOG) and the City of Flagstaff for Arizona Route 66 Brownfields Coalition Grant; providing for delegation of authority; and establishing an effective date.

Grants and Contracts Manager Stacey Brechler-Knaggs provided a brief description of the grant.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2019-55 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS AND CITY OF FLAGSTAFF FOR ARIZONA ROUTE 66 BROWNFIELDS COALITION GRANT; PROVIDING FOR DELEGATION OF AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2019-55.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2019-56:** Arizona Department of Transportation (ADOT) Intergovernmental Agreement between the City of Flagstaff and ADOT for the Project Assessment (PA), 30% design plans, and cost estimate for additional bridge scoping work related to lengthening of the eastbound and westbound bridges on Interstate 40 over Lone Tree Road.

Capital Improvements Engineer Bret Peterson provided a PowerPoint presentation that covered the following:

IGA WITH ADOT – INTERSTATE 40 LONE TREE BRIDGES 30% DESIGN
OVERVIEW MAP
IGA DETAILS

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2019-56 by title only.

Council and staff briefly discussed how the priority of the project was determined.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, AND THE CITY OF FLAGSTAFF FOR THE PROJECT ASSESSMENT, 30% DESIGN PLANS, AND COST ESTIMATE FOR ADDITIONAL BRIDGE SCOPING WORK RELATED TO LENGTHENING OF THE EASTBOUND AND WESTBOUND BRIDGES ON INTERSTATE 40 OVER LONE TREE ROAD.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2019-56.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2019-54:** A resolution of the Flagstaff City Council, approving an intergovernmental agreement between the Summit Fire and Medical District; the Highlands Fire District; and the City of Flagstaff for joint hiring and promotional processes.

Fire Chief Mark Gaillard stated that the IGA allows the City to work with its partners to hire and train firefighters. It is an efficiency that works in the interest of all the parties and candidates.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Resolution No. 2019-54 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SUMMIT FIRE AND MEDICAL DISTRICT, THE HIGHLANDS FIRE DISTRICT AND THE CITY OF FLAGSTAFF FOR JOINT HIRING AND PROMOTIONAL PROCESSES.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2019-54.

Vote: 7 - 0 - Unanimously

E. **Consideration and Adoption of Resolution No. 2019-59:** A resolution adopting the City Council Policy on the Display of Flags (City Flag Policy).

Mr. Solomon reviewed the flag policy with Council and stated that the flag designations would be decided in December each year. Mayor Evans stated that she would like to see language added that indicates that flags will be displayed by the City only and not in conjunction with any third-party ceremonies.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to read Resolution No. 2019-59 by title only and include that all commemorative flags will be displayed by City staff only, and not in conjunction with any third-party ceremonies.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ADOPTING THE CITY COUNCIL POLICY ON THE DISPLAY OF FLAGS AS THE FLAG POLICY FOR THE CITY OF FLAGSTAFF

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2019-59.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to reconsider the vote to adopt Resolution No. 2019-59.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2019-59 and make it effective immediately.

Vote: 7 - 0 - Unanimously

14. DISCUSSION ITEMS

A. Stronger as One Coalition Presentation

Deputy County Manager Dr. Marie Peoples introduced Larry Henry with the Stronger as One Coalition who provided a PowerPoint presentation that covered the following:

STRONGER AS ONE COALITION
HISTORY OF THE COALITION
AGE-ADJUSTED SUICIDE RATE 2011-2015 BY COUNTY
SUICIDE IS THE 4TH LEADING CAUSE OF DEATH IN COCONINO COUNTY & 10TH IN THE U.S.
RESIDENCE OF DEATHS BY SUICIDE
AGE GROUPS OF DEATHS BY SUICIDE
THE HUMAN FACTOR
OUR COMMON PURPOSE
OUR VALUES
WORK GROUPS
SUICIDE PREVENTION SIGNAGE
PARTNERSHIP

Councilmember Whelan stated that the group has been meeting with different youth groups in Flagstaff and one of the things she has heard is the need to have a safe space for students. She indicated that she would like to see the city more involved with the program and perhaps provide a type of space they are seeking.

Vice Mayor Shimoni stated that a mentorship program is getting ready to kick off and he would like to see social media have a heavy presence as part of the training and outreach.

Mayor Evans asked about materials and training being offered in different languages. Dr. Peoples stated that the staff from the health district are bilingual and have participated regularly. The mental health first aid training for young adults is offered in Spanish. Mayor Evans encouraged bringing in language partners to broaden the reach and encourage better participation.

Dr. Peoples stated that Flagstaff lacks mental health resources in the community and that is why the Stronger as One Coalition is providing these types of trainings; the bottom line is that it builds resiliency in the community and the more people who have mental health first aid training the more proactive everyone can be.

B. **Discussion:** 2020 Intergovernmental Priorities

Management Analyst Jack Fitchett and State Lobbyist Todd Madeksza provided a PowerPoint presentation that covered the following:

2020 LEGISLATIVE PRIORITIES
MUNICIPAL PRINCIPLES OVERVIEW
PROPOSED LEGISLATIVE AGENDA

Mayor Evans asked that the issue of the state accepting the matrícula consular card as a valid form of identification be added to the legislative agenda. She would like to have the matter presented to a sub-committee of the League for them to advocate at the legislature.

Council was supportive of the addition.

Councilmember Salas expressed concern about fuel supply and costs for the airport and asked if that could be added to the legislative agenda. Mr. Fitchett explained that the specific issue does not need to be added to the agenda as it is covered under one of the broad categories.

Mr. Fitchett continued the presentation.

SHORT-TERM/VACATION RENTALS
STATE SHARED REVENUES
FOREST HEALTH
STATE HIGHWAY FUNDS
SOCIAL SERVICE PROVIDERS
AQUIFER PROTECTION PERMITS
EMERGENCY RESPONSE

Management Analyst Sarah Langley and Federal Lobbyist Bob Holmes continued the presentation.

2020 FEDERAL PRIORITIES
ECONOMY
RIO DE FLAG FLOOD CONTROL
MUSEUM FIRE RECOVERY
ENVIRONMENT
URANIUM MINING
STRENGTHEN URANIUM TRANSPORT STANDARDS
FLAGSTAFF WATERSHED PROTECTION PROJECT
CARBON FEE AND DIVIDEND LEGISLATION
TRANSFER OF FEDERAL LANDS
SOCIAL JUSTICE
AFFORDABLE HOUSING
IMMIGRATION REFORM

Mayor Evans requested that the Social Justice heading be changed because the term social

justice means different things to different people. Council was supportive of a change and asked staff to identify other possible headings.

Ms. Langley continued the presentation.

TRANSPORTATION AND INFRASTRUCTURE
FLAGSTAFF AIRPORT

Councilmember McCarthy asked to add a topic under Transportation and Infrastructure for the protection of long-distance train service. Council was supportive.

GASOLINE TAX
FOURTH STREET PROJECT

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

Vote: 6 - 1

NAY: Vice Mayor Adam Shimoni

15. COUNCIL LIAISON REPORTS

None

16. 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 requesting Council to implement a more fair election system, called Ranked Choice Voting (RCV). This method of voting is innovative and has proven to be more just, to encourage diversity, and will be reflective of our vibrant community.

Council was supportive of moving the discussion forward.

Vice Mayor Shimoni left the meeting at 10:52 p.m.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion about the feasibility of bringing solar to Red Gap Ranch.

Councilmember Whelan stated that she would like to withdraw the request because conversations are currently ongoing.

C. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion about potential strategies for cleaning up cinders in a more timely and efficient matter.

Councilmember Aslan stated that there are many areas in town where there are cinders completely covering sidewalks and areas where streets and bike lanes still have cinders

accumulating. This is both a city and private citizen issue. Flagstaff has a curb appeal and safety issue with all of the cinders and he would like to have a discussion about how the process of cleaning them up could be more efficient and timely.

At least three councilmembers were in support of moving the item to a future agenda.

17. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed the City Manager Report.

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

Councilmember Aslan stated that Open Space Specialist Robert Wallace took him on a tour of the different access points to open spaces throughout the city. He said it was a valuable tour and encouraged other councilmembers to reach out and schedule one.

Councilmember McCarthy stated that he took a tour of the Museum Fire burn area; it was an interesting and worthwhile tour. He also reported that the Housing Commission met for the first time to get to know everyone and to get an introduction into existing government programs. They will be meeting again soon.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held November 19, 2019, adjourned at 11:08 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 November 19, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, DECEMBER 3, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held December 3, 2019, to order at 4:31 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 EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

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. 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.

Ms. Gersha introduced the Route 66 4-H Stem Club who spoke about potholes.

5. PROCLAMATIONS AND RECOGNITIONS

A. **Recognition:** Voluntary Environmental Stewardship Program ADEQ Recognition of Cinder Lake Landfill

Solid Waste Director Todd Hanson recognized Cinder Lake Landfill staff and their achievements to receive the Voluntary Environmental Stewardship Program ADEQ Recognition.

B. **Recognition:** Finance Section's 25th Consecutive Year of Receiving the GFOA Budget and Comprehensive Annual Financial Report Awards

Management Services Director Rick Tadder recognized Finance Director Brandi Suda and the Finance Section for their 25th consecutive year of receiving the GFOA Budget and Comprehensive Annual Financial Report Awards.

C. **Recognition:** ARFF Joel Barnett Recognition

Airport Operations & AARF Manager Tim Skinner recognized Joel Barnett for his life saving efforts for a citizen experiencing a medical emergency.

6. APPOINTMENTS

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

A. **Consideration of Appointments:** Sustainability Commission.

Moved by Councilmember Austin Aslan, **seconded by** Vice Mayor Adam Shimoni to reappoint Brian Peterson to a term expiring October 2022.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

The Council recessed into Executive Session at 4:48 p.m. through 5:05 p.m.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to table all the appointments for the Sustainability Commission.

Vote: 3 - 4

AYE: Councilmember Austin Aslan
Councilmember Jim McCarthy
Vice Mayor Adam Shimoni

Moved by Councilmember Regina Salas, **seconded by** Vice Mayor Adam Shimoni to reconsider the motion to table all the appointments of the Sustainability Commission.

Vote: 4 - 3

NAY: Councilmember Charlie Odegaard
Councilmember Jamie Whelan
Mayor Coral Evans

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to table the Sustainability Commission appointments for one week.

Vote: 3 - 4

AYE: Councilmember Austin Aslan
Councilmember Jim McCarthy
Vice Mayor Adam Shimoni

Councilmember Aslan stated that he fully endorses Mr. Peterson; he has worked with him and has full confidence in his ability to be an impartial member of the commission. It would be unfortunate to not see this appointment be made.

Original Motion to reappoint Brian Peterson to a term expiring October 2022.

Vote: 3 - 4

AYE: Councilmember Austin Aslan
Mayor Coral Evans
Vice Mayor Adam Shimoni

Moved by Councilmember Regina Salas, **seconded by** Vice Mayor Adam Shimoni to appoint Lee Haferkamp to a term expiring October 2022.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Charlie Odegaard to appoint Ariel Coffey to a term expiring October 2022.

Vote: 7 - 0 - Unanimously

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 Final Plat Request from Vintage Partners, for the subdivision of 18.11 acres known as Mill Town Mixed-Use into two lots, two tracts, and public right-of-way within the Highway Commercial (HC) zone. ***(PZ-16-00239-07, Mill Town Mixed-Use Final Plat)*** Staff recommends approving the final plat with the condition that, prior to recording, that the dedication/description of tracts A & B be clarified; and authorizing the Mayor to sign both the plat and City/Subdivider Agreement when notified by staff that the documents are ready for recording.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to approve the final plat with the added condition necessary to ensure compliance with the approved preliminary plat, the zoning code, the subdivision code, and/or the engineering design standards and specifications for new infrastructure; and prior to recording, that the dedication/description of tracts A & B be clarified; and authorizing the Mayor to sign both the plat and City/Subdivider Agreement when notified by staff that the documents are ready for recording.

Vote: 7 - 0 - Unanimously

8. ROUTINE ITEMS

A. Consideration and Approval of Environmental Professional Services Contract: Rio de Flag Flood Control Project Environmental Investigation Services.

Project Manager Christine Cameron provided an aerial map of the project area.

Moved by Councilmember Jim McCarthy, to approve the Professional Services Contract to SCS Engineers of Phoenix, Arizona in an amount not to exceed $188,884, with a contract period of 180 calendar days and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

B. Consideration and Approval of Contract: City of Flagstaff Municipal Court Facility Project - Award of Amendment #3 to the Design-Build Services Agreement 2018-63. This amendment contains the Guaranteed Maximum Price #3 agreement for completion of construction.

Ms. Cameron provided a PowerPoint presentation that covered the following:

CITY COURT FACILITY PROJECT
TOPICS
PROJECT LOCATION – 101 WEST CHERRY AVENUE
PROJECT INFORMATION
PROJECT ELEVATION DRAWING
PHOTOS
PROJECT BUDGET
PROJECT SCHEDULE
AMENDMENT #3 GMP #3

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to award the Design-Build Services Amendment #3 Guaranteed Maximum Price (GMP) #3 to Kinney Construction Services, Inc. (KCS) of Flagstaff, Arizona in an amount not to exceed $545,478 with a 45 calendar-day contract period and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

RECESS

The 4:30 p.m. portion of the December 3, 2019, Regular Council Meeting recessed at 5:34 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of December 3, 2019, at 6:04 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).

9. ROLL CALL

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

PRESENT: ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI (arrived at 6:13 p.m.)
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

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

10. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

11. PUBLIC PARTICIPATION

Sarah Kubisty addressed Council stating that 26 countries worldwide have declared a climate emergency and asked for the Council to declare a climate emergency for Flagstaff.

Mark Lindley with McGrath Real Estate addressed Council to offer gratitude for the staff involved in their project and wished everyone a happy holiday season.

Michael Collier addressed Council asking them to reconsider the noise ordinance and include intentional vehicular noise such as extremely loud music or modified mufflers.

Erika Mazza, General Manager of Mountain Line, addressed Council to thank staff for all of their hard work with snow operations over the last week.

12. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

None

13. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2019-60:** A resolution approving an Intergovernmental Agreement between the City of Flagstaff and Coconino County for the acceptance of household and small business hazardous wastes at the City's Hazardous Products Center.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2019-60 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR HAZARDOUS WASTE SERVICES

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2019-60.

Vote: 7 - 0 - Unanimously

B. **Consideration of and Adoption of Resolution No. 2019-52:** Approve the designation of an applicant agent and authorizing the agent to apply for and sign on behalf of the City of Flagstaff for the receipt of funds from the Arizona Division of Emergency Management and Military Affairs Public Assistance Program.

Grants and Contracts Manager Stacey Brechler-Knaggs addressed Council stating that the resolution would designate Mr. Clifton as the applicant agent for the City.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Austin Aslan read Resolution No. 2019-52 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE DESIGNATION OF AN APPLICANT AGENT AND PRIMARY POINT OF CONTACT

Moved by Councilmember Regina Salas, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2019-52.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2019-58:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Summit Fire and Medical District; the Highlands Fire District; and the City of Flagstaff to participate in automatic aid.

Fire Department Chief Mark Gaillard stated that the City has been operating in this type of agreement for six years. The agreement allows the participating agencies to provide the quickest services to the area by allowing the closest units to respond to an emergency regardless of which agency has jurisdiction.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to read Resolution No. 2019-58 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SUMMIT FIRE AND MEDICAL DISTRICT, THE HIGHLANDS FIRE DISTRICT AND THE CITY OF FLAGSTAFF TO PARTICIPATE IN AUTOMATIC AID

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2019-58.

Vote: 7 - 0 - Unanimously

14. DISCUSSION ITEMS

A. **Update and Review:** Flagstaff Trails Initiative and Draft Flagstaff Regional Trail Strategy

Ms. Brechler-Knaggs provided a PowerPoint presentation that covered the following:

FLAGSTAFF TRAILS INITIATIVE
PROJECT SUMMARY
WHY TRAILS?
WHO?

Adam Milner, Community Planner with the National Park Service, continued the presentation.

FTI VISION
SO WHAT IS IT?
PURPOSE OF FTI
WHEN?

Multimodal Transportation Planner Martin Ince continued the presentation.

FTI INTERACTIVE MAP
WHAT WE HEARD…
TRAIL SURVEY

HOW ARE WE ORGANIZED
WHAT ARE WE PROPOSING?

Ms. Brechler-Knaggs continued the presentation.

HOW TO ENGAGE

Marketing and Media Relations Manager Lori Pappas and Creative Services Manager Ralph Schmid continued the presentation.

PLEDGE FOR THE WILD

Ms. Brechler-Knaggs concluded the presentation.

NEXT STEPS

Council expressed gratitude to staff for their work and the importance of maintaining a good trail system throughout Flagstaff.

B. **Discussion:** Water Conservation Strategic Plan Draft

Water Resources Manager Erin Young introduced Water Services Program Manager Tamara Lawless and Lisa Maddaus with Maddaus Water Management who was present telephonically.

Ms. Young provided a PowerPoint presentation that covered the following:

WATER CONSERVATION STRATEGIC PLAN
PLANNING PROCESS OVERVIEW
IMPETUS FOR THE PLAN

Ms. Lawless continued the presentation

PLAN OUTCOMES
MODELING FLAGSTAFF'S WATER CONSERVATION
STAKEHOLDER ENGAGEMENT
OUTCOMES AND INSIGHTS
CURRENT CONSERVATION PROGRAM
PROPOSED OPTIMIZED CONSERVATION PROGRAM
NEW INITIATIVE EXAMPLES
IMPACTS ACROSS ORGANIZATION

Ms. Young continued the presentation.

DEMAND & SAVINGS VS COSTS
PROPOSED OPTIMIZED CONSERVATION PROGRAM
WATER RESOURCES MASTER PLAN

Ms. Lawless concluded the presentation.

STAFF RECOMMENDATION

Councilmember Whelan asked how to balance the bio solid component with the conservation

of water. Ms. Lawless stated that they made an effort to prioritize outdoor water savings because they knew that would not impact the wastewater system. It is integrated into the portfolio of options.

Councilmember Whelan expressed a desire to see an emphasis on leak detection and smart meters. Mayor Evans added that she would like to see more on commercial conservation and rebates. Conservation delays the need for the Red Gap Ranch pipeline and allows for more planning for future water sources.

Council expressed strong support for the plan.

C. **Discussion and Possible Direction:** 2020 August Election

City Clerk Stacy Saltzburg provided a PowerPoint presentation that covered the following:

2020 AUGUST ELECTION UPDATE
2020 ELECTION DATES

Finance Director Brandi Suda continued the presentation.

WHAT IS A BASE EXPENDITURE LIMITATION?
WHY NOW?

Ms. Saltzburg continued.

WHY AUGUST INSTEAD OF NOVEMBER?
2020 ELECTION TIMELINE
FINANCIAL CONSIDERATIONS
COUNCIL OPTIONS

After discussion, Council gave direction to prepare for an Expenditure Limitation Adjustment ballot question for the November 2020 election.

15. COUNCIL LIAISON REPORTS

Councilmember Odegaard reported the Beautification and Public Art Commission has grant dollars available for public art and will be reaching out to youth and schools in the community to propose projects for consideration. He also reported that the Transportation Commission will be meeting to discuss the Presidio and Boulder Pointe gate, traffic signal cabinet art, the Southside Community Plan, and street lighting.

16. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to have a Work Session discussion with the Arizona Commerce Authority to learn more and pursue possibilities and opportunities on economic development and housing on Flagstaff's opportunity zones.

Councilmember Salas stated that there was a presentation about opportunity zones at the

League Conference and how the zones identify a neighborhood in need and build affordable housing. She requested that the FAIR item be postponed until next week as there is more information coming forward.

Mr. Clifton stated that staff is already working on information regarding opportunity zones and suggested that a presentation can be provided to Council at a future meeting. He also suggested trying to get the Arizona Commerce Authority to come and present information.

Economic Development Director Heidi Hansen stated that her staff is presenting to Council on other economic development tools and opportunity zones are part of that. She stated that it might save time to withdraw the FAIR.

Councilmember Salas agreed and withdrew the FAIR request.

17. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

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

Vice Mayor Shimoni gave a shout out to the Flagstaff Local Movement and their efforts in Flagstaff. He reported that he met with students at Mount Elden middle school about plastic bags and composting. He also reported that Flagstaff Shelter Services had a great grand opening for their second-floor addition. He stated that the Recover Court graduation is tomorrow at noon and the Alliance meeting on Friday had been cancelled. Lastly, he stated that he would be taking a tour of the Parks and Recreation facilities on Monday and will take a deeper dive with them on what chemicals are being used in the parks and the Aquaplex pool.

Councilmember Aslan reported that Flagstaff High School is presenting Arsenic and Old Lace for their winter play. He encouraged everyone to check it out as his daughter is playing the lead role of Abby.

Councilmember Odegaard asked about the snow removal in downtown and when that will be happening. Mr. Clifton stated that there is work being done downtown this evening and he will provide an update to Council in the following days.

Councilmember McCarthy expressed concern about reports he received from citizens who reported that fire trucks and trash trucks were unable to get into a neighborhood. He asked for a Council discussion about getting more assistance for snow operations. Mr. Clifton stated that a future work session would be scheduled to discuss snow operation resources.

Councilmember Salas stated that it is Giving Day and people have until midnight to make a donation to their favorite charity or non-profit. She offered gratitude to those who are working to clear snow from streets and sidewalks. Lastly, she encouraged people to come downtown for the festivities in advance of the tree lighting ceremony.

Mayor Evans offered thanks to all the snowplow drivers who worked over the holiday weekend. She reported that she will be in Phoenix tomorrow discussing leadership with the Flynn Brown Foundation. She also gave a shout out to Flagstaff Local and is excited for the

community involvement that it is generating. Lastly, she reported that internationally renowned photojournalist George Glacier is here from Germany. He is working on a book that shows the day in the life of a public servant.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held December 3, 2019, adjourned at 8:44 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 December 3, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

CITY COUNCIL WORK SESSION
THURSDAY, DECEMBER 5, 2019
FLAGSTAFF AQUAPLEX
1702 N. FOURTH ST.
8:00 A.M.

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held December 5, 2019, to order at 8:31 a.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 Vice Mayor 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 EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

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

4. Introduction and Opening Remarks

Mr. Clifton introduced the retreat's facilitator Stephanie Smith who provided a PowerPoint presentation that covered the following:

AGENDA
RULES OF ENGAGEMENT
- BE OPEN
- APPRECIATE DIFFERENT PERSPECTIVES
- PARTICIPATE
- ASSUME GOOD
- BE PRESENT
- COLLABORATE
- DON'T TAKE IT PERSONAL
- WHAT ELSE?

5. Sales Tax Revenue Update

Management Services Director Rick Tadder provided a PowerPoint presentation that covered the following:

SALES TAX UPDATES
GENERAL FUND SALES TAX REVENUES
GENERAL FUND SALES TAX REVENUES – SEPT 2019
GENERAL FUND SALES TAX REVENUES – OCT 2019
GENERAL FUND SALES TAX REVENUES
STATE SHARED REVENUES – OCT 2019
EDUCATION
- ADOR VISITS AND LOCAL TRAINING
- MEETING WITH OTHER CITIES
- PHOENIX BI SYSTEM TRAINING

AUDITING
- REVIEWING ACCOUNTS WITH ZERO PAYMENTS
- CONTINUE TO USE EXTERNAL AUDITOR

REPORTING
- RELOOK AT HOW WE PREPARE THE MONTHLY REPORTS
- CASH VERSUS ACCRUAL
- IMPROVE TIMING OF REPORTS
- COMPARISONS WITH OTHER CITIES

STAFFING
- CURRENTLY DOWN 2 POSITIONS IN REVENUE
- REORGANIZATION AND STAFFING LEVEL CONSIDERATIONS

Council expressed a desire to know more about how the minimum wage is and will impact sales tax revenues. They also are interested in how changes in consumer practices, such as shopping online, are impacting revenues; having that trend data will be helpful. It was also requested to get information about the differences between the small and large businesses in Flagstaff. Particularly, what percentage of sales tax revenues are coming from small businesses.

6. Organizational Restructure

Mr. Clifton provided a PowerPoint presentation that covered the following:

ORGANIZATIONAL RESTRUCTURE UPDATES
LEADERSHIP STRATEGIES
- EMPOWERMENT
- EDUCATION
- DELEGATION
- CULTIVATION

MANAGEMENT STRATEGIES
- COLLABORATIVE TEAM APPROACH
- MEETINGS
- TAKE CARE OF EXISTING EMPLOYEES

ORGANIZATIONAL STRATEGIES
- LESS HIERARCHY
- MORE HORIZONTAL INCLUSION
- DIRECT ENGAGEMENT BY CITY MANAGER

CURRENT ORGANIZATIONAL STRUCTURE
RESTRUCTURES
CREATION OF NEW EA POSITION
CREATION OF PUBLIC AFFAIRS SECTION
BACKFILL DUTIES OF SR. MANAGEMENT ANALYST
- SUSTAINABILITY
- CITY CLERK
- ECONOMIC VITALITY DIVISION
- ELEVATE IT SECTION BACK TO IT DIVISION

NEW SECTION STRUCTURE

Council expressed appreciation for Mr. Clifton's vision. Council asked if the Leadership Team had any feedback to offer regarding the changes. Members of the Leadership Team indicated their support for the path forward and expressed appreciation for being involved in the conversations and the communication leading up to the changes.

Councilmember McCarthy asked about the recent citizen petition request to make Sustainability its own Division. Mr. Clifton stated that he feels that an incremental approach is more appropriate and elevating the sustainability program to a section is increasing their exposure throughout the organization.

A break was held from 10:14 a.m. through 10:25 a.m.

7. Workflow Between Council and Leadership

Ms. Smith provided a PowerPoint presentation that covered the following:

OBJECTIVES
- AWARENESS
- DESIRE
- KNOWLEDGE
- ABILITIES
- REINFORCEMENT

RULES OF ENGAGEMENT

GOOD REMINDERS
GOOD REMINDERS – WHY DO YOU SERVE ON COUNCIL?

Council and staff participated in a group exercise asking the following questions:

When I get a request from a Councilmember, I want…

- To be responsive and effective in providing them data.
- To understand the background of the request and the details they want to ensure an accurate response.
- To be responsive and seize the opportunity to tell the story.
- To understand why information is sought and why it is needed to help provide the best information.
- All the information on why they want to know so I can produce the info they want.
- Time with the council person to give background first before they respond back.
- To provide a thorough and quick response.
- To provide an accurate and timely response.
- The background information so I can do an accurate analysis to provide an appropriate response.
- Context as to why information is being requested, shared, and used.
- To better understand the broader perspective of where we want to go.

When I get a request from a constituent, I want…

- A timely and appropriate response.
- To give them an honest and informed answer that takes their question seriously.
- To reply and I want and need an expert staff to educate me so I can learn.
- To address the concern accurately, informatively, and in a timely manner.
- The City Manager to be involved with the response.

Council discussed some of the challenges associated with interacting with staff. In the past there had been rules about how and when Council could reach out and interact with staff which can make things cumbersome and inefficient. They expressed a desire to have more access to staff when seeking information.

Ms. Smith continued the presentation.

SITUATIONAL AWARENESS
CURRENT STATE
CURRENT STATE OF REQUESTS – COUNCIL
CURRENT STATE OF REQUESTS – STAFF
VALUES
FACILITATED DISCOVERY
    HOW CAN COUNCIL OBTAIN INFORMATION?
    HOW CAN A COUNCILMEMBER ANSWER TO A CONSTITUENTS QUESTION?
HOW CAN THE CITY GET INPUT FROM THE COMMUNITY?
OTHER
FACE-TO-FACE
SOCIAL MEDIA
CCR
TELEPHONE
MEETING
EMAIL
WEBSITE
TEXT

PLANNING DOCS
FAIR
GOOGLE
COUNCIL MEETING
QUESTIONS BETWEEN DRAFT AND FINAL
READING THE PACKET IN ITS ENTIRETY
MEMO/LETTER
EXECUTIVE SESSION
EXECUTIVE ASSISTANT
SURVEY
COFFEE W/CORAL
PUBLIC FORUMS
ATTENDING EVENTS
NEIGHBORHOOD MEETINGS
COMMISSION MEETINGS
PARTNER ORGANIZATIONS
COMMUNITY ORGANIZATIONS
CANDIDATE FORUMS
NEWSPAPER/MEDIA
FOCUS GROUPS
ONLINE COMMUNITY FORUM
CITY PUBLICATIONS
PETITIONS
PUBLIC PARTICIPATION
INFORMATION REQUESTS – NOT ONE-SIZE-FITS-ALL
CITY COUNCIL REPORTS – WHY
CITY COUNCIL REPORTS – USE
INFORMATION REQUESTS

A break was held from 12:00 p.m. through 12:13 p.m.

OPPORTUNITIES FOR CHANGE
WHAT CAN COUNCIL DO TO ADDRESS COLLECTIVELY AND AS AN INDIVIDUAL COUNCILMEMBERS?
WHAT CAN CMO DO TO ADDRESS?

Council and staff discussed the ways that each can help address the need to share information, provide quality responses to constituents, Council, and staff, and how to better manage the number of information requests that come to staff.

The following are the outcomes of the discussion:

WHAT CAN THE CITY MANAGER'S OFFICE DO?

- Do what you can to avoid the formal process.
- Trust staff at various levels to communicate/interact with City Council.
- To/From - share existing CCR/Policy.
    - Provide next meeting response.
    - Decide if moving on as a FAIR.
- Organize the request and best response method – FAIR, CCR, etc.
- Ask to identify current priorities.
- Willingness to push back on the burden of request.
- Refocus on roles – policy vs. management.
- Encourage staff to provide information available during the initial FAIR request.

- Consideration of new FAIRS during Work Session discussion to simplify the length of the process.
- Reduction of the number of times we are discussing one item since agendas are so full.
- Expand/open invitation to agenda review to all of Council.
- Council orientation.
- Conduct this retreat with the new Council for discussion of goal setting and prioritization.
- Guidelines, checklist, or flow chart of a process.
- When FAIRs come through look at what is already happening, may already be working on.
- Refinement of process.
- Means for Council to make a statement.
- Promote healthy conversations at the dais.
- Employee empowerment at the dais.
- Encourage growth for staff to have face time with Council.
- Non-violent communication – defensive posture – guard up.
- Recognize boundaries in Charter – navigate those boundaries.
- Evaluate FAIR items and backlog to see if there are alternatives (memos, consolidation with other items) and quarterly check-in.
- Information needs to go to the entire Council when requested by an individual councilmember.
- Provide timelines to Council with an explanation as to required time commitments.
- Structure a public affairs section to provide a singular conduit of info between council and community.

WHAT CAN THE CITY COUNCIL DO?

- Show restraint in requests.
- Attempt to have staff address the issue before it becomes a FAIR item.
- Set priorities.
- Is it fair that members have different number of requests?
    - Should there be a limit on requests?
- Manage community expectations.
    - FYI or some type of action?
- Be reasonable with requests.
- Pull together lists and review at a Work Session.
- Review FAIRS – compare to CCRs.
- During To/From have Council dialogue.
- Do our homework.
- Communicate and meet with staff and City Manager.
- Bring up priority focus.
- Council one-on-one discussions.
    - Address backlog of requests before adding new requests.
    - Provide additional information on CCR/FAIRS and seek to obtain necessary information.
- As Council liaison for commissions, review meetings and discuss information needs.
- Mentor other councilmembers.
- Council should approach the City Manager office prior to actual request.
- Periodic check-ins regarding FAIRs with the ability to revise, join together, or reduce (quarterly).
- Use FAIR items slated for possible action; use CCRs for information purposes.
- Have a streamlined process for simple information requests (memo rather than CCR).
- Have the will to say no to FAIR requests; be judicious and fiscally mindful.
- Connect personal platforms with the entirety of City issues, policies, and projects.

Ms. Smith discussed the various responses received. After discussion and in concluding the retreat, the following commitments were made:

FINAL COMMITMENTS

- Show restraint and be reasonable with FAIR and CCR requests.
- Hold semi-annual retreats on workflow.
- Quarterly review of working calendar and FAIRS.
- FAIR review during Agenda Review with staff to determine if the request can be solved outside the formal process.
- Quarterly retreat with Council and Divisions to let them share what they are working on.
- Have Council approach City Manager with possible FAIR or CCR requests prior to bringing forward the ask.
    - Councilmember could also set a meeting with the Mayor.
- Establish a tracking system (SharePoint).
    - Who is assigned to the request.
    - Who will respond.
    - Who gets copied.
    - Updated weekly.
- Develop a process for Councilmember to ask for information prior to requesting a FAIR to see if the item is already part of the work program.
- Encourage staff to step up during initial FAIR request to provide information available.
- Develop a way to organize information (website) to enable Council and citizens access prior to asking for a FAIR/CCR.
    - Organize CCRs by topics, not chronologically.
- Mechanism to CMO/Staff to respond to work request before working calendar.
    - Existing documents, practices, or work program.
- Have better understanding of council goals and have better synergy in achieving the end result.
- Use FAIRs for items Council wants to take “action” on only.
    - Policy change.
- Say no; be judicious and fiscally mindful…don’t take it personal.
- Do what you can to avoid the formal FAIR and CCR process.
- Council needs to stay policy oriented and focus on priorities.
    - Requests should further the priorities.

8. Adjournment

The Work Session of the Flagstaff City Council held December 5, 2019, adjourned at 1:25 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

JOINT FLAGSTAFF CITY COUNCIL/CHAMBER OF COMMERCE
WORK SESSION
MONDAY, DECEMBER 9, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Joint City/Greater Flagstaff Chamber of Commerce held December 9, 2019, to order at 6:01 p.m.

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Vice Mayor 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 EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

PRESENT:	ABSENT:
PRESIDENT/CEO JULIE PASTRICK	VICE CHAIRMAN MARK LOVE
CHAIRWOMAN BRENDA HAZLETT	
MEMBER GUILLERMO CORTES	
MEMBER ROBBY FINDLAY	
MEMBER RON GETTO	
MEMBER FLO SPYROW	

4. Public Participation:

Public Participation enables the public to address the Council about an items that the 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 on an item that is on the agenda 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 an opportunity to speak.

None

5. Healthcare Industry

Ms. Pastrick introduced Chamber Board Member and President and CEO of Northern Arizona Flo Spyrow who provided a PowerPoint presentation that covered the following:

OVERVIEW
INTRODUCTION: FLO SPYROW
NORTHERN ARIZONA HEALTHCARE
THE NEW ERA
NAH SYSTEM
CARE CLOSE TO HOME
HALLIE MUELLER
NICOLE ZYGADLO
OUR DIRECTION
OUR NORTH STAR
VALUES
OUR JOURNEY IS OUR MISSION
HEALTHCARE FOR TODAY AND THE FUTURE
- AMBULATORY CAMPUS
- FLEXIBILITY FOR FUTURE GROWTH AND CONTRACTION
- WELLNESS

OUR IMPACT
COMMUNITY IMPACT
WORKFORCE
IMPORTANT WORK AHEAD
COMPETITION IS ON THE RISE
FUTURE NEEDS ARE CLEAR
FMC VISION
AMAZING CARE AT AN AFFORDABLE COST
AREAS OF FOCUS
DESIGNING NORTHERN ARIZONA'S' HEALTHCARE EXPERIENCE OF THE FUTURE
OUR PARTNERSHIP
BUILDING A ROBUST COMMUNITY…TOGETHER
WE COMMIT TO YOU
YOUR PARTNERSHIP IS CRITICAL

Vice Mayor Shimoni asked how technology is being used for hard to reach populations. Ms. Spyrow stated that there are telehealth monitors situated throughout the reservations and rural areas. The biggest challenge is lack of broadband access and limited vendors who know the equipment. They are looking at different grant opportunities to expand broadband and enhance the services.

Vice Mayor Shimoni asked about outreach for accessibility and cost of services. Ms. Spyrow noted that there are a number of technologies where people can assess elective procedures based on their insurance. They are developing an ambulatory platform will help with increased affordability. They are working to provide more opportunities that reduce the cost of healthcare for patients now and in the future.

Councilmember Aslan noted the growth being experienced in the Verde Valley. Ms. Spyrow agreed and stated that they are watching things closely and looking at ways to expand.

Councilmember Salas asked about attracting physicians to the area. Ms. Spyow stated that as they recruit physicians and executives, they want to offer good education systems, quality retail, economic opportunity, and quality community.

Mayor Evans asked about residency programs. Ms. Spyrow indicated that physicians tend to stay where they are trained so residency programs are important. There is a residency program for internal medicine in Cottonwood and they try to retain at least 25% of residents. North Country Healthcare has recently been approved for a residency program which will allow training at Flagstaff Medical Center. They also have surgical residents in the trauma program and they are looking to expand into other specialty areas for residency. An area of need in Flagstaff is mental health and there is movement to establish clinical opportunities to support the growing need.

Ms. Spyrow spoke briefly about upcoming expansion opportunities and a new healthcare campus.

Council expressed gratitude to Ms. Spyrow for her presentation and for the work of North Country Healthcare.

6. Transportation, Infrastructure, Technology and Economic Indicators

Ms. Patrick introduced Board Member Robby Findlay, Co-owner of Findlay Automotive. Mr. Findlay stated that Findlay Automotive strives to be the best place to work, buy a car, service a car, and serve the community. Since the recession, they have consistently sold over 100 Toyotas a month in addition to used cars. The car business has flattened and is currently trending downward. There are many things that are contributing to this but he is mostly concerned with what is happening locally. Generally, they are doing well in other cities and states but in Flagstaff they we are seeing downward trends in sales, they are down in employee count, and up in payroll. They would like to see the community be more business friendly and they want to be there to help. The sales tax rate is a component; they can compete on the sales price but sales tax is high and has no ability to negotiate. Minimum wage is another contributing factor along with the cost of housing.

Councilmember Aslan left the meeting at 6:56 p.m.

Mayor Evans acknowledged the challenge with minimum wage but explained that as a voter approved initiative the Council’s hands are tied with no ability to make adjustments. Many of the sales tax components are also voter driven to pay for various bond projects. There are things that can be done better but it is also a nexus with community desire for things that cost money.

Councilmember McCarthy indicated that he often hears about how difficult it is to build in Flagstaff. There are terrain challenges with hills and rocky terrains, and they have heard about how long it takes to get through the process. There is no solution to the slope of land and the rock and they are working to refine the internal process.

Ms. Pastrick stated that most of what they are hearing is about the permitting process and they would like to see an attempt to develop a fast track permitting process so the carrying costs of the developer can be reduced.

Ms. Pastrick introduced Board Member and Owner of Starlite Bowling Alley Ron Getto. Mr. Getto stated that after the second election to increase the minimum wage he decided to immediately go to the $15 per hour. This has come with clear repercussions; his labor costs have gone up by about $50,000 per year and as a result, hours had to be reduced, so while employees are being paid more they are working less hours. They have also had to make adjustments to the overall customer experience; they are not open for lunch two days a week and the bar is not staffed until 3:00 p.m., and at some point they will have to raise prices and pass the cost on the customer. The community made the decision to raise the minimum wage and they will ultimately need to bear some of the costs of that decision. He stated that there are many local governments who have offered tax credits to small businesses who are doing the right thing.

Council expressed their concerns with the minimum wage as well, including the assessment from the State of Arizona to cover the difference between the state and local minimum wage for services provided by the state. They also indicated that there is more than wages that impact the cost of living and running a small business such as the cost of housing and healthcare. All of these things together are what makes it difficult to live and work. They also discussed the minimum wage impact study and how they hope it will provide insight into the matter.

Ms. Pastrick introduced Board Member and Key Engineering Partner of Shepard Wesnitzer Inc. (SWI), Guillermo Cortes. Mr. Cortes reported on a couple of recent projects. He indicated that there are 27 employees with SWI with 13 being located in Flagstaff. He is also involved with Kick Stand Café so he understands the impacts of the minimum wage and having to raise prices. He explained that transportation and infrastructure can be very costly for industry coming into town; people want to come into areas with established infrastructure. He acknowledged Propositions 419 and 420 and the important projects they are supporting. When developers come to Flagstaff and ask to rezone a parcel it is the unknown of the offsite infrastructure that they will be required to provide that can bring the cost up. What it takes to go through a site rezone or a direct rezone is challenging and they take time. One of the bigger issues is the amount of engineering studies that have to be performed; they are costly and take time to complete. Being open to partnerships and how the city can partner on infrastructure projects can help a development move forward and be successful.

Ms. Spyrow added that with the new healthcare facility, they are being told it could be two years before a shovel can go into the ground. This is difficult and in addition to the time it will take they are faced with having to build roads and bring in infrastructure; this means millions have to be put into the facility that would not otherwise be required in other cities.

Mr. Cortes stated that Community Development Director Dan Folke has been holding meetings with developers to discuss concerns, brainstorm possible solutions, and get a general understanding of how to try and address the concerns. Increasing communication is very much appreciated and shows a willingness to hear and consider the concerns.

There was brief discussion about the Flagstaff Local movement and the various things the city is doing to increase economic development and bring people to the community.

Three takeaways from the meeting were the following:

1. Strengthening workforce development and talent pipeline with regard to healthcare and automotive services. This should include middle and high school students.

2. Explore ways to incentivize programs, activities, and tax credits that can be extended to local businesses.
3. Strengthen the commitment to infrastructure and transportation and seize the opportunities for public/private partnerships when new development comes in.

Mayor Evans indicated that a work session is forthcoming to have a presentation on the results of the minimum wage study and it would be nice to include a conversation about doing a tax credit for small businesses and what that might look like. Mr. Clifton stated that it is quite relevant to the conversation and they can start the discussion with the consultant in January.

Mayor Evans also requested a work session to discuss transportation and infrastructure as well as to discuss the permitting process. Mr. Folke stated that a work session presentation on impact fees is coming to Council on January 7, 2020 to discuss the renewal of the police and fire impact fees as well as other possible impact fees for roads, parks, and other infrastructure.

7. Informational Items To/From Flagstaff Chamber, Mayor, Council and City Manager

Councilmember Salas stated that she would like to look into opportunities for a transition program, there are state and federal dollars to utilize and it would be helpful to understand how the programs work. She thanked the Chamber for their participation in the meeting.

Councilmember Odegaard thanked the Chamber for their participation and appreciation for the conversations.

Mr. Cortes thanked the Council for hosting them and the opportunity for discussion.

Councilmember McCarthy thanked everyone for participating and noted the good relationships that are built through communication.

Mr. Findlay noted that when talking about tax rebates for small businesses the automotive sector needs something to take away the competitive disadvantage they have with other municipalities.

Vice Mayor Shimoni thanked the Chamber for attending and for the work they do in the community. He encouraged everyone to sign up and participate in the Flagstaff Local movement.

Ms. Spyrow thanked the Council for the candid and honest conversations to discuss challenges and opportunities.

Councilmember Whelan expressed appreciation for the conversations and willingness to work together. She indicated a desire to meet more frequently with the Chamber to continue conversations.

Mr. Getto thanked the Council for hosting and listening to their viewpoints. He is excited about the future of the bowling alley and supporting the community.

Ms. Patrick thanked everyone for their time and participation and openness to conversations about how to make Flagstaff the best it can be.

Mayor Evans thanked everyone for their participation and stated that she is looking forward to future conversations.

8. Public Participation

Economic Development Director Heidi Hansen offered congratulations to Business Attraction Manager Gail Jackson on her new position of leading ECONA as the Interim CEO.

9. Adjournment

The Joint Meeting of the Flagstaff City Council and Greater Flagstaff Chamber of Commerce held December 9, 2019, adjourned at 8:46 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, DECEMBER 17, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held December 17, 2019, to order at 4:30 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 EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

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 Vice Mayor 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.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Budget Retreat of January 16, 2019; Special Work Session of January 22, 2019; and Work Session of December 10, 2019.

Councilmember McCarthy noted a small correction on the minutes of December 10, 2019.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to approve the minutes of the City Council Budget Retreat of January 16, 2019; Special Work Session of January 22, 2019; and Work Session of December 10, 2019 as amended.

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.

Tom Martin addressed Council requesting that the Coconino Estates project be modified so there is only a sidewalk installed on one side of the street instead of both side.

The following individuals addressed Council requesting that the Coconino Estates project be left as it is with sidewalks on both sides of the road:

- Tim Gales
- Robert Crozier
- David Sanders
- Dominick Maggio
- Sam McCray
- Kate Gales

6. PROCLAMATIONS AND RECOGNITIONS

A. **Recognition:** Heart of Gold Award Recipients

City Attorney Sterling Solomon recognized City Prosecutor Brent Harris and Prosecution Administrative Specialist Allison Negret for being awarded the Heart of Gold Award for the work they do to support Victim Witness services.

B. **Recognition:** Water Services Director Brad Hill

This item was presented at the 6:00 p.m. portion of the meeting under Carry Over Items agenda section.

7. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Ariel Chanko, "Grand Canyon Beverage Distributor," 4600 E. Nestle Purina Avenue, Series 04 (wholesaler), New License.

Mayor Evans opened the public hearing.

Police Sergeant Collin Seay briefly reviewed the application.

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

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Charlie Odegaard to forward the application to the State with a recommendation for 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.

Councilmember McCarthy requested that Item 8B be pulled and Councilmember Whelan requested that Item 8E be pulled.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to approve Consent Items 8A, 8C, and 8D as submitted.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Airport Security Upgrades at the Flagstaff Airport.

1. Approve a Cooperative Purchase Contract for the purchase and installation of security equipment at the Flagstaff Airport from Enterprise Security, Inc. (2020-53), under Maricopa County Contract (190240) in an amount not to exceed $95,000.
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval:** 2020 Intergovernmental Priorities.

Councilmember McCarthy stated that the last item of the federal priorities should be removed unless funding has been provided to effectively manage the land. Councilmember Salas stated that she would like to see the item remain. Council requested that staff revisit the item and come back to Council with additional information.

Vice Mayor Shimoni stated that he would like to see 5G implementation be added to the federal and state priorities. Mayor Evans noted that it may be better to focus on advocating for local control so local jurisdictions can better manage issues such as 5G implementation within their cities. Keeping the topics broad allows for more specific matters to be addressed as they arise.

Councilmember McCarthy requested that the first bullet of the state priorities be modified to add “(i.e. lodging in residential zones).” A majority of Council was supportive of the change.

Mayor Evans requested an addition to call out the issue of local control and home rule. She also suggested that it be added to the specific areas of focus for the 2020 session. A majority of Council was supportive of the addition.

Councilmember Whelan requested stronger language for gun awareness and safety.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to approve the state and federal agenda as amended with the exception of the item dealing with federal lands and the additional gun safety statement.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Contract:** Approve the purchase of an 800 HPR High-Pressure Sewer Cleaner and a JAJ-600WH Workhorse Easement Machine through a cooperative purchase contract between Sourcewell and Sewer Equipment of America and its Arizona Distributor Arizona Wastewater Industries in the amount of $373,092 plus fees.

1. Approve the purchase of an 800 HPR High Pressure Sewer Cleaner and a JAJ-600WH Workhorse Easement Machine through a cooperative purchase contract with Sewer Equipment of America through their Arizona Distributor Arizona Wastewater Industries through the Sourcewell cooperative purchase Contract No. 122017-SCA for $373,092 plus any additional fees; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Cooperative Purchase Contract:** Capital Pump & Equipment LLC for the purchase of two 4” pumps for the Water Reclamation facilities and other Water Services sections through a cooperative purchase contract.

1. Approve the cooperative purchase contract with Capital Pump & Equipment LLC for the purchase of two 4” pumps in the amount of $67,207.20; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:** Consideration of a Contract for Compensation Study Services.

Interim Human Resources Director Allison Eckert and Human Resources Analyst Randall Moehr provided a brief overview of the study.

Councilmember Whelan asked if the company had been vetted as part of the procurement process to which Ms. Eckert responded yes.

Councilmember Odegaard stated that something similar had been done not too long ago and asked how this study is different. Deputy City Manager Shannon Anderson stated that a compensation study was done in 2008 and the recommendation is to do it every ten years because best practices tend to change. One of the drivers to doing this now is that minimum wage has changed, and it will continue to change and it is important that the city’s wages are competitive.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to approve the Contract for Professional Services between the City of Flagstaff and Evergreen Solutions, LLC, in an amount not to exceed $78,000; and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

9. ROUTINE ITEMS

A. **Consideration and Approval of Contract:** Category 5 Master Cost Recovery Agreement between USDA, Forest Service, Coconino National Forest and the City of Flagstaff.

Real Estate Manager Charity Lee stated that the contract is an amendment to the original agreement that reflects the costs for additional projects that were added.

Councilmember Whelan asked if there are provisions related to the time it takes to get a permit from the Forest Service. Ms. Lee explained that the hope is that this agreement will expedite future projects an make the process more streamlined and efficient.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve the Master Cost Recovery Agreement Between U.S. Department of Agriculture (USDA), Forest Service, Coconino National Forest, and City of Flagstaff.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2019-57:** A resolution of the Flagstaff City Council approving an Intergovernmental Agreement between Coconino Community College (CCC) and the City of Flagstaff East Library for the lease of the East Library.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to read Resolution No. 2019-57 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COCONINO COUNTY COMMUNITY COLLEGE DISTRICT AND THE CITY OF FLAGSTAFF FOR THE LEASE OF 3000 NORTH FOURTH STREET FOR OPERATION OF THE EAST FLAGSTAFF COMMUNITY LIBRARY

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to adopt Resolution No. 2019-57.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2019-61:** A resolution of the Flagstaff City Council authorizing the settlement of the claims alleged by Theatrikos, Inc. in its Notice of Claim dated August 23, 2019.

Al White and Chris Verrill addressed Council in support of the settlement.

Moved by Councilmember Austin Aslan, **seconded by** Vice Mayor Adam Shimoni to read Resolution No. 2019-61 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE SETTLEMENT OF THE CLAIMS ALLEGED BY THEATRIKOS, INC. IN ITS NOTICE OF CLAIM DATED AUGUST 23, 2019

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2019-61.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Ordinance No. 2019-38:** An ordinance of the City Council of the City of Flagstaff, authorizing the transfer of a parcel of real property and a temporary construction easement to the State of Arizona, Department of Transportation ("ADOT"), for the Route 66 Bridge Replacement Project, in exchange for substantially equal value; providing for delegation of authority, severability, repeal of conflicting ordinances, and establishing an effective date

Ms. Lee provided a PowerPoint presentation that covered the following:

TRANSFER OF REAL PROPERTY AND…
PURPOSE
IGA/JPA ADOT RT 66 BRIDGE REPLACEMENT PROJECT
RT 66 BRIDGE REPLACEMENT PROJECT
ADOT SEEKS TO ACQUIRE
ARIEL VIEW MAP
PROFILE VIEW OF THE PROJECT
PURCHASE OFFER
SOLIERE WATER TRANSMISSION MAIN PROJECT
CITY SEEKS TO ACQUIRE
ARIEL VIEW MAP
COUNCIL GOALS
QUESTIONS

Moved by Councilmember Regina Salas, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2019-38 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE TRANSFER OF A PARCEL OF REAL PROPERTY AND A TEMPORARY CONSTRUCTION EASEMENT TO THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE ROUTE 66 BRIDGE REPLACEMENT PROJECT, IN EXCHANGE FOR SUBSTANTIALLY EQUAL VALUE; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Regina Salas, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2019-38 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE TRANSFER OF A PARCEL OF REAL PROPERTY AND A TEMPORARY CONSTRUCTION EASEMENT TO THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE ROUTE 66 BRIDGE REPLACEMENT PROJECT, IN EXCHANGE FOR SUBSTANTIALLY EQUAL VALUE; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to adopt Ordinance No. 2019-38.

Vote: 7 - 0 - Unanimously

RECESS

The 4:30 p.m. portion of the December 17, 2019, Regular Council Meeting recessed at 5:47 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of December 17, 2019, at 6:00 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).

10. ROLL CALL

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

PRESENT: ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI (arrived at 6:02 p.m.)
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

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

11. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

12. PUBLIC PARTICIPATION

Dara Marks-Marino and David McCain addressed Council to express their dissatisfaction with the Council's vote to not reappoint David Petersen to the Sustainability Commission.

Sustainability Manager Nicole Antonopoulos introduced Sustainability Specialist Emily Shaffer and Climate Engagement Coordinator Jillian Goulet who provided a PowerPoint Presentation that covered the following:

FLAGSTAFF SUSTAINABILITY LEADERS
COURSE BACKGROUND AND STRUCTURE
COURSE CONTENT
EQUITY CONSIDERATIONS
THANK YOU

13. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

B. Recognition: Water Services Director Brad Hill

Deputy City Manager Shane Dille recognized Water Services Director Brad Hill and his accomplishments over his years of service. Mr. Hill officially retired on December 2, 2019 but will remain on board through SmartWorks to assist with the recruitment for his position.

Mayor and Council expressed their well wishes to Mr. Hill and gratitude for all the work and expertise he provided to the City of Flagstaff.

14. REGULAR AGENDA

A. Consideration and Adoption of Ordinance No. 2019-39: An ordinance amending Section 1-07-001-0005, *Salaries*, of the Flagstaff City Code and establishing an effective date. *(An ordinance potentially changing City Council salaries.)*

Ms. Anderson stated that the proposed changes would include the bi-weekly payment of Council versus monthly. Bi-weekly payments are the current practice and the code needed to reflect that. They also changed the requirement to review Council salaries every four years to when requested by Council. Lastly, they also modified the list of people who will make up the Council Salary Review Committee.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2019-39 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING SECTION 1-07-001-0005, SALARIES, OF THE FLAGSTAFF CITY CODE, AND ESTABLISHING AN EFFECTIVE DATE

B. Consideration and Adoption of Resolution No. 2019-62: A resolution adopting the City Council 2020 Commemorative Flag Designations

Mr. Solomon reviewed the recent action of Council to designate commemorative flags. He displayed the requests for the 2020 flag designations.

Mark Haughwout addressed Council in opposition of the resolution stating that he believes it to be an infringement on free speech and encouraged the Council to eliminate the use of the pole all together.

Jennifer Lefere addressed Council asking that the Woman Suffrage flag be flown in August.

Council briefly discussed the submitted flags for consideration.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to read Resolution No. 2019-62 by title only.

Vote: 5 - 2

NAY: Councilmember Charlie Odegaard
Councilmember Jim McCarthy

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF (PURSUANT TO THE CITY COUNCIL POLICY ON THE DISPLAY OF FLAGS) DESIGNATING ALL COMMEMORATIVE FLAGS THAT WILL BE DISPLAYED THROUGHOUT THE YEAR 2020 ON THE TEMPORARY POLE IN FRONT OF CITY HALL

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2019-62.

Vote: 5 - 2

NAY: Councilmember Charlie Odegaard
Councilmember Jim McCarthy

15. DISCUSSION ITEMS

A. **Discussion:** Pending Minimum Wage Impact Study

Mr. Clifton addressed Council stating that there has been discussion of late and he requested that the item be placed on an agenda for Council discussion. He stated that the study has three central objectives, first is to provide information on future and existing minimum wage, provide best practice recommendations for local businesses, non-profits and other entities, and to provide best practice recommendations to support a more robust and diverse economy. A full RFP was solicited to identify a competent vendor. The scope of work was created and vetted by the City Managers Office, the Office of Labor Standards, Economic Vitality, and some Councilmembers. Staff was anticipating the submittal to be more than $50,000, however the agreement was negotiated to $48,000.

The RFP was advertised on Planet Bids, in the Arizona Republic, and there were three firms that staff reached out to individually. Two firms participated in the pre-proposal meeting and the city received one response to the RFP. There were five bid evaluators and it was determined that Rounds Consulting was responsible and responsive to the RFP. The selection process was done in accordance with the procurement code.

Rounds Consulting has done work with the Arizona Department of Housing, Economic Opportunity, NACOG, the City of Mesa, the League of Arizona Cities and Towns, and Maricopa County. They have also been contracted for an Economic Development Analysis as well as an analysis of various populations on city sales taxes and their performance has been satisfactory or better. The current study is well underway; Rounds Consulting is currently conducting a statistical analysis and has conducted a variety of interviews with Flagstaff employers. Preliminary findings are scheduled to be submitted on December 20, 2019 and staff is scheduled to present those findings to Council on January 7, 2019.

Councilmember Whelan asked what fully vetted means and what the exact process was for

selecting the consultant. If there was only one firm that responded it would be difficult to compare anything. Mr. Clifton stated that there is not a comparison when there is only one respondent but there is no deviation from the procurement process that includes the scoring and matrix. The fact that there was only one submittal does not discard the procurement procedures.

Purchasing Director Patrick Brown offered that when a submittal is reviewed, there are certain criteria used to draw out qualifications and experience to determine if they can do the work. Even though only one proposal was received the process remains the same; if the respondent scores high it moves forward, if they do not score high the proposal is rejected.

Councilmember McCarthy stated that the study should be done by a competent firm with no bias and no agenda to promote. Jim Rounds is a senior fellow of the Goldwater Institute and they take an extremely conservative stance. At the very least, there needs to be input from the other side. He expressed concern about the study not including the perspective of the working people or any positive impacts of the minimum wage increase. Considering the current schedule of the study, it is too late to withdraw the contract so there needs to be a report from a pro-worker focused agency or an agency with no position.

Councilmember Aslan asked how the original bid of $60,000 was reduced to $48,000. Mr. Clifton stated that Council set a budget for the study at $50,000 and when the bid came in at $60,000 staff negotiated to get the cost closer to the budgeted amount. This is a very common practice in procurement. Councilmember Aslan asked if the scope of work changed through the negotiation. Management Analyst Sarah Langley stated that the scope of work changed slightly because some of the data analysis had already been done internally.

Vice Mayor Shimoni asked if there were any concerns expressed by staff during the process with regards to the political ties to the Goldwater Institute. Mr. Clifton stated that there were no concerns noted, the consultant is well known with other agencies in the state, and they had already provided one study for the city and is nearly done with another with satisfactory performance.

Vice Mayor Shimoni stated that while the consultant would be adequate for other issues, he is concerned that the contract never came to Council given the topic.

Mayor Evans stated that staff was acting in accordance to the direction given by Council who set the budget of $50,000; staff was negotiating to the desire of Council. Staff is not involved in politics, they are out there doing their work in a non-biased way and in this situation they were looking for the best match based on experience.

Councilmember Whelan stated that there should be policy in place that would not allow city staff to be put in this position. Every contract should have a general search associated with it to prevent the type of conflict that is being faced. She indicated that this is the second time a political oversight has caused issues with contracts and matters that have political impact should always come to Council for consideration regardless of contract amount.

The following individuals addressed Council regarding the minimum wage study:

- Sandra Lubarsky
- Marilyn Weissman
- John Conley

The following comments were received:

- Why was the scope of work limited to the impact on businesses and not how it has benefited workers?
- The Chamber of Commerce should be paying for the study if the focus is on impacts and concerns of businesses.
- Business is thriving in the state, there is no need for a study.
- The issue is transparency; the public did not know about the study until a public records request was done.
- Please support working families and do not encourage the roll back of the minimum wage.
- As a business owner interviewed by the consultant, I was told that the mission was to formulate a study with no opinion; the first question asked was what the positive impacts had been.
- I am really excited to see what the report says.
- You should not jump to conclusions; wait to see what the report says.

A written comment card in opposition to the study was submitted by Gwendolyn Waring.

A break was held from 8:05 p.m. through 8:16 p.m.

Mayor Evans stated that there is a lot of negativity and fear surrounding the minimum wage topic. The Council requested a study to understand the impacts of the minimum wage on cost of living, impacts on youth employment, small business operations, the cost of housing, and how other communities and businesses successfully navigated the minimum wage impacts. The Council wanted the good and bad in an effort to help provide information and best practices to the citizens and businesses of Flagstaff.

Mayor Evans suggested that staff could contact the Morrison Institute and ask if they would do a customary review of the document. We could ask them to give their perception on any bias within the document. She would like to see the contract through and have Rounds Consulting present their findings.

Councilmember Odegaard reiterated that the purpose of the study was to identify best practices to help businesses navigate the situation. He expressed a willingness to wait for the final report from Rounds Consulting to allow an opportunity for the Council and community to see what the outcomes are before making a judgement on bias.

Vice Mayor Shimoni stated that he has concerns about the study with the Rounds Consulting firm and that he does not feel comfortable moving forward with them. He indicated that he would like to cancel the contract with Rounds Consulting and find a consultant that makes more sense.

Councilmember McCarthy stated that it makes sense to finish the contract and then have someone else review it and provide an alternate analysis if necessary.

Councilmember Whelan stated that a step should be added in the vetting process for a Google search to identify or flag possible conflicts. When a consultant is hired they are to come in in an unbiased way. She believes that there will be much in the report that can be used and properly vetted.

Councilmember Aslan noted the expense of getting a second opinion on the report and he believes that it is a doubling down on a study that no one will trust. He expressed concern that a second opinion could also be argued as predetermined and ineffectual.

Councilmember Salas stated that Council asked for the study, they allocated a dollar amount, identified the scope of work, and then the procurement process happened. There is always the issue of having some political sensitivity and not seeing the report and assuming there is bias is a contradiction of what research is; a conclusion is being drawn without receiving the data. Let's take the data and use it, analyze it, deconstruct it, and criticize it if necessary but let's have the data first.

A majority of Council expressed support for continuing the contract and study.

B. **Discussion:** Coconino County Flood Control District Potential Project Funding Options.

Stormwater Project Manager Jim Janecek provided a PowerPoint presentation that covered the following:

COCONINO COUNTY FLOOD CONTROL DISTRICT EXPENDITURES
REQUESTED COUNCIL ACTION
OPTIONS: DIRECT ALLOCATION OR COMPETITIVE GRANT?
KEY DATES – HISTORY
CONCERNS
CONCLUSIONS

Vice Mayor Shimoni asked what the Flood Control District's total budget is compared to the money set aside for direct allocation or competitive grants. Mr. Janecek stated that many of the options were increased property taxes for increased projects in their capital program. He does not have the exact numbers. At the highest, it was 10% of an approximately $5 million budget. The latest numbers are about $2.7 million and the City of Flagstaff contributes about 50% of the Flood Control District's revenue.

Deputy City Manager Shane Dille stated that the City's message from the beginning has been to have a fair process on how the money flows to the projects and taking exception to the method of taking the County's identified projects and leaving a residual amount to the cities and towns.

Council voiced their support for moving forward with staff's recommendation to draft a resolution that expresses support for a direct allocation approach of distributing collected Coconino County Flood Control District (CCFCD) tax revenue to municipalities for their flood control projects.

C. **Discussion:** Priority Based Budgeting Program Inventory and Costing Update.

Ms. Langley provided a PowerPoint presentation that covered the following:

PRIORITY BASED BUDGETING UPDATE PROGRAM INVENTORY AND COSTING
PROGRAM INVENTORY
PROGRAM INVENTORY PROGRESS
PROGRAM COSTING
BENEFITS OF PROGRAM COSTING
PROGRAM COSTING PROGRESS
PROGRAM COSTING EXAMPLES
UPCOMING PBB EVENTS

Council briefly discussed how an employee's work hours are allocated when working more than 40 hours per week.

Vice Mayor Shimoni expressed excitement about the new budgeting tool and he looks forward to implementing it in the next budget cycle.

Councilmember Whelan agreed, thanking staff for their work on implementation.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to continue the meeting in accordance with the City Council Rules of Procedure.

Vote: 7 - 0 - Unanimously

16. COUNCIL LIAISON REPORTS

Councilmember Whelan reported that she attended the Census 2020 office grand opening. She stated that they are hiring a number of employees and she encouraged people to apply.

Councilmember Odegaard reported that he attended the Transportation Commission meeting where they talked about a roadway connection between University Highlands and the community behind that. He also attended the Beautification and Public Art Commission Meeting and an item of note is concerning the Flagstaff Arts Council community meeting that is upcoming; the Arts Council approached the Commission for assistance in funding with the implementation of the results of the meeting.

Vice Mayor Shimoni reported that he also attended the Census office grand opening; there are 105 days remaining to complete the count.

Councilmember Salas reported that she attended the Parks and Recreation Commission meeting where they discussed the Southside Neighborhood Plan, the Rio de Flag project, the Flagstaff Trails Initiative, and a westside park.

17. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Odegaard to have a discussion about placing a meaningful designation that Flagstaff is a Purple Heart City from a Proclamation in 2016. A plaque at City Hall and where appropriate of said designation. Signage at the entrance of the City limits and for City public parking spaces where appropriate for “Combat Wounded Veterans”

Councilmember Odegaard withdrew his request for a future discussion but asked that when budget discussions come forward that the Council look at allocating funding for the signage at the city limits and for some parking spaces.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Odegaard to have a discussion about reaffirming that the City of Flagstaff is a “Golden Rule City” by the current City Council by pledging Resolution #2008-68 or updating the Resolution to the Council wishes.

Councilmember Odegaard stated that there was a resolution passed in 2008 recognizing the City as being a Golden Rule City; he asked that Council consider reaffirming that resolution.

There were at least three Councilmembers in support of moving forward.

18. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

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

Councilmember Odegaard reported that members of Council were in Washington DC last week advocating for the Rio de Flag flood control project. They met with Mr. Waxman from OMB who expressed appreciation that the Mayor and Council showed up to personally advocate for their community.

Councilmember Aslan reported that the Washington DC trip was very protective, and things appear to be moving in the right direction. The federal government passed a budget today and that bring the Rio de Flag one step closer to funding. He was impressed with how important it was for city representatives to be there physically and reminding representatives of who Flagstaff is and why we are asking for support.

Councilmember McCarthy stated that there are a series of meetings regarding climate change happening later in the week at the Fourth Street library.

Councilmember Whelan reported that she attended the Flagstaff Medical Center opening of the adult behavioral health unit. She also reported that she attended the 14th annual vigil to remember victims of gun violence.

Vice Mayor Shimoni stated that he will be discussing bicycle lanes with staff tomorrow. He wished everyone a happy holiday season and reminded the public about the New Year's Eve events downtown.

Councilmember Salas addressed the public participation topic regarding the Sustainability Commission appointments. She also wished everyone a happy holiday season.

Mayor Evans stated that the lobbying trip to Washington DC was great and it was very clear that the Arizona delegation was all on the same page. She also reported that she went to the state capital to testify on behalf of the City of Flagstaff regarding short-term rentals. She also reported that December 23, 2019 is the second day of Hanukah and there will be a menorah lighting at 5:00 p.m. at City Hall. Lastly, she wished everyone a happy holiday season.

20. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held December 17, 2019, adjourned at 10:16 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 December 17, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JANUARY 7, 2020
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held January 20, 2020, to order at 4:32 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 EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

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 Odegaard 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 Work Session of January 29, 2019 and Regular Meeting of February 5, 2019.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve the minutes of the City Council Work Session of January 29, 2019 and Regular Meeting of February 5, 2019.

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. **Proclamation:** Human Trafficking Awareness Month

Vice Mayor Shimoni read and presented the proclamation to the Flagstaff Initiative Against Trafficking.

B. **Proclamation:** Mayor's Monarch Butterfly Pledge

Councilmember Aslan read presented the proclamation to Sustainability Manager Nicole Antonopoulos and the Sustainability Section staff.

C. **Recognition:** City Building Official Amy Palmer's Certified Public Manager Designation

Planning Director Tiffany Antol addressed the Council to recognize Building Official Amy Palmer on becoming a Certified Public Manager.

7. APPOINTMENTS

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

A. **Consideration of Appointments:** Beautification and Public Art Commission.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to appoint Jeremiah Slater to a term expiring June 2022.

Vote: 7 - 0 - Unanimously

B. **Consideration of Appointments:** Water Commission

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Charlie Odegaard to reappoint Ben Ruddell to a term expiring December 2022.

Vote: 7 - 0 - Unanimously

8. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Evans opened the public hearing on both applications.

Police Sergeant Collin Seay briefly reviewed the applications.

Councilmember Salas congratulated Evan Anderson with Drinking Horn for winning the Moonshot business start-up award.

There being no public comment Mayor Evans closed the public hearing.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to forward both applications to the State with a recommendation for approval.

Vote: 7 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Evan Anderson, "Drinking Horn," 108 E. Route 66, Series 19, Remote Tasting Room.

B. **Consideration and Action on Liquor License Application:** Riant Robert Northway, "Vino Loco," 22 E. Birch Street #1, Series 7 (beer and wine bar) Owner Transfer.

9. 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 Jamie Whelan to approve the Consent Agenda as submitted.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Cooperative Purchase Contract (2020-56) with Parkeon, Inc. DBA Flowbird for kiosk management and mobile payment software, utilizing a National Cooperative Purchasing Alliance Contract (05-19).

1. Approve a Cooperative Purchase Contract for the purchase of parking kiosks, an annual subscription for kiosk management and mobile payment software from Parkeon, Inc. DBA

Flowbird (2020-56), under NCPA Contract (05-19) in an annual amount not to exceed $125,000.

2. Authorize the City Manager to execute the necessary documents for the purchase of multi-space pay-to-park kiosks, the annual subscription for kiosk management and the mobile payment software from Flowbird.

B. **Consideration and Approval of a Grant Agreement:** between the City of Flagstaff and the Governor's Office of Highway Safety for the Arizona Traffic and Criminal Software (Az TraCS) Implementation.

Approve the acceptance of the Grant from the Governor's Office of Highway Safety in the amount of $61,002.00, for the Flagstaff Police Department to purchase equipment to operate the AZ TraCS software. The grant funds will also be used to purchase equipment (scanners and printers) to be installed in the patrol vehicles and a server to manage the software.

C. **Consideration and Approval of Mitigation Assistance Agreement:** between the City of Flagstaff and Arizona Department of Emergency Management and Military Affairs for Raingauge Network Expansion.

Approve the Mitigation Assistance Agreement with the Arizona Department of Emergency and Military Affairs, Division of Emergency Management for State Emergency Council FY 19 grant funds in the amount of $110,295 with a State share of $82,721 and a City match of $27,574.

10. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2019-39:** An ordinance amending Section 1-07-001-0005, *Salaries*, of the Flagstaff City Code and establishing an effective date. *(An ordinance potentially changing City Council salaries.)*

Human Resources Director Jeanie Gallagher introduced herself to Council and was available for any questions.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2019-39 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING SECTION 1-07-001-0005, SALARIES, OF THE FLAGSTAFF CITY CODE, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2019-39.

Vote: 7 - 0 - Unanimously

RECESS

The 4:30 p.m. portion of the January 7, 2020, Regular Council Meeting recessed at 4:55 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of January 7, 2020, at 6:00 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).

11. ROLL CALL

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

PRESENT: ABSENT:

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

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

12. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

13. PUBLIC PARTICIPATION

Tyler Linner addressed Council with concerns about the condition of bike lanes with cinders and ice remaining in many throughout Flagstaff.

Lee Haferkamp addressed Council with concerns about the condition of bike lanes in Flagstaff.

14. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

None

15. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2020-01:** An ordinance repealing part of Ordinance 2018-30 and amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to reestablish the Information Technology Division, reflect the prior abolishment of the Community Enrichment Division, and rename the Utilities Division to the Water Services Division in City Code.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2020-01 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, REPEALING PART OF ORDINANCE 2018-30 AND AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-18, ADMINISTRATIVE DEPARTMENTS, TO REESTABLISH THE INFORMATION TECHNOLOGY DIVISION, REFLECT THE PRIOR ABOLISHMENT OF THE COMMUNITY ENRICHMENT DIVISION AND RENAME THE UTILITIES DIVISION TO THE WATER SERVICES DIVISION; PROVIDING REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

B. **Consideration and Adoption of Resolution No. 2020-01:** A resolution of the Flagstaff City Council authorizing Amendment No. Two to an Intergovernmental Agreement with the Arizona Department of Transportation for Construction of the Fourth Street /I-40 Bridge Replacement Project.

Capital Improvements Engineer Bret Peterson provided a PowerPoint presentation that covered the following:

FOURTH ST. / I-40 BRIDGE REPLACEMENT FUNDING
VISUALIZATION
STAFF RECOMMENDATION
PROJECT LOCATION
BID RESULTS
PROJECT ESTIMATES
OVERALL CONSTRUCTION FUNDING, BY SOURCE

Councilmember Whelan expressed concern about taking funds from the FUTS to cover the project; she does not want to see the trail projects suffer. Mr. Peterson stated that the FUTS projects can be delivered and the shifting of funds should not impact the timeline. The shifting of funds can hinder the ability to add additional projects to the CIP program but none of the existing projects should be negatively impacted.

Councilmember Salas asked what enhancements were proposed for the project. Mr. Peterson stated that the enhancements include two tube bridge rails, painting of the structure including the bridges and retaining walls, an impact continuation device, three city electrical conduits running within the westerly bridge barrier, additional fencing, a retaining wall including the pinecone barrier texture, rectification, future aesthetics, and contractor quality control.

Councilmember Odegaard offered that it is a good partner project with ADOT and the timing is good.

Vice Mayor Shimoni expressed appreciation for the inclusion of disconnected bike lanes.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Resolution No. 2020-01 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT NO. TWO TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, AND THE CITY OF FLAGSTAFF FOR THE CONSTRUCTION OF THE FOURTH STREET AND INTERSTATE 40 BRIDGE REPLACEMENT PROJECT

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2020-01.

Vote: 7 - 0 - Unanimously

C. Approval of Change Order for the Minimum Wage Impact Study Professional Services Contract

Mr. Clifton stated that Council had a discussion on December 17, 2019 regarding the study and contract and gave direction to proceed and see it through fruition. Council also directed staff to look for possibilities to add a second contractor or co-author to ensure the findings of the study are balanced and objective. Staff was successful in reaching one entity, the Seidman Institute out of Arizona State University, who is willing to join the study and provide input. Staff was able to make amendments to the contract to include the additional entities involvement and work performance, but it will slow the process down and add to the budget by $20,000. Funding sources have been identified internally should Council choose to move forward with the amendment. The three primary purposes of the study are to provide information on existing and future impacts on business, workers, and economic health; provide best practice information to businesses; and provide best practice recommendations to the city to support businesses.

Councilmember Aslan expressed concern that the research design has been decided and the new consultant will not be able to change the design elements that are already in motion. He also expressed concern about recent work by Seidman Institute for APS that resulted in political fallout. Lastly, he is not comfortable taking funds from the Office of Labor Standards to fund the amendments.

Councilmember McCarthy stated that the Living Wage Coalition had a suggestion of approaching the Grand Canyon Institute which is a suggestion that he supports. He encouraged Council to consider using the Grand Canyon Institute as the second consultant.

Mr. Clifton noted that all consulting firms provide information and studies, each could be deeply evaluated, and past work dissected which will always raise red flags because consultants do not always choose their clients, they are in the business of providing a service. It is noteworthy that Rounds Consulting has a working relationship with the Morrison Institute as well as with the Seidman Institute. The reason staff sought out the Seidman Institute was because they were recommended by the Morrison Institute.

The following individuals addressed Council in opposition to amending the contract:

- Marilyn Weissman

- Paul Deasy

The following comments were received:

- The Seidman Institute is no better than the affiliation with the Goldwater Institute.
- It is unacceptable to use money from the Office of Labor Standards to fund the study.
- The City should reach out to the Grand Canyon Institute as they have already studied the minimum wage.
- The Living Wage Coalition can assist and make sure that these studies are free to the taxpayers.
- Do not double down on a bad idea.
- The study was biased from the beginning of the RFP.
- The data you are seeking is not available and it is literally impossible to gather it within six weeks.
- Good studies take time.
- The contract is focused on business interest, there are already trainings and best practices identified.

Councilmember McCarthy stated that he would like to see a provision added to the scope of work that indicates that the study will include the benefits of the minimum wage on workers. He also noted that he is not prepared to move forward with a proposal tonight until a different consultant is considered.

Mayor Evans noted that the work product has not yet been seen, conclusions and assumptions are being made even before there is something to evaluate. This is the first of many studies and there needs to be a place to start from to identify what works, what has not worked, and best practices for businesses to move forward. She stated that she wants the study to continue.

Councilmember Salas expressed concern that by allowing a change order to bring in an additional firm sets a bad precedent. She urged Council to not spend any more money on the study and wait and see what the findings are.

Councilmember Aslan agreed that no additional money should be spent. His ultimate concern is with the study design and he is not convinced that the findings will be worth discussion. He stated that if another firm is brought in they need to be academic in nature, not economic. He indicated that he believes that the entire study should be scrapped.

Vice Mayor Shimoni agreed stating that given the affiliations associated with the consultants he believes that the process should just start over. He asked if Council is able to cancel the contract. Mr. Solomon stated that any work that has been done by the consultant would have to be paid for and the contract allows for cancellation with a 30 day out.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to reject the change order and leave the original professional services contract as is.

Vote: 4 - 3

NAY: Councilmember Austin Aslan
Councilmember Jim McCarthy
Vice Mayor Adam Shimoni

A break was held from 7:47 p.m. through 7:56 p.m.

16. DISCUSSION ITEMS

A. Public Safety Development Fee Re-Adoption Update & Process

Community Development Director Dan Folke introduced Ben Griffin from TischlerBise who provided a PowerPoint presentation that covered the following:

DRAFT LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN
OVERVIEW
ARIZONA LEGISLATION
OVERVIEW OF ADOPTION PROCESS
WHY DEVELOPMENT FEES?
ELIGIBLE COSTS
FEE METHODOLOGIES
- BUY-IN APPROACH (PAST)
- INCREMENTAL EXPANSION APPROACH (PRESENT)
- PLAN BASED APPROACH (FUTURE)

FEE METHODOLOGIES CONSIDERATIONS
EVALUATE NEED FOR CREDITS
DEMAND FACTORS – RESIDENTIAL
DEMAND FACTORS – NONRESIDENTIAL
LAND USE ASSUMPTIONS
FIRE
FACILITIES
APPARATUS
COMMUNICATIONS EQUIPMENT
PROPOSED FIRE FEES
POLICE
FACILITIES
VEHICLES
COMMUNICATIONS EQUIPMENT
PROPOSED POLICE FEES
FEE COMPARISON
ADOPTION TIMELINE

Councilmember McCarthy offered that one of the city's priorities is affordable housing and he believes that it is appropriate to charge a different amount based on the different sizes of homes. He supports moving forward with the process for police and fire impact fees.

Mayor Evans stated that she is interested in a conversation about impact fees and the exaction process and how the two are different in terms of development.

Councilmember Whelan asked about the possibility of implementing a tier structure for a gradual increase over time. Mr. Griffin explained that it is possible to do a tiered approach but anything below the maximum would have to be funded from the general fund.

Vice Mayor Shimoni asked if there is a way to account for the density or mass of an apartment complex. Mr. Griffin stated that it is based on the number of occupants at a site. Many communities consider the size of unit rather than bedrooms but that approach does not work as well for Flagstaff because of the uniqueness of the market.

Council expressed support for moving forward with the process and holding a public hearing.

B. Development Fees

This item was taken out of order following the Future Agenda Item Request agenda items.

Ms. Antol provided a PowerPoint presentation that covered the following:

DEVELOPMENT FEES
BACKGROUND
TYPES OF PUBLIC SERVICES
HISTORY
BREAKDOWN OF PROPOSED FEES IN 2005
ADVANTAGES
DISADVANTAGES
CURRENT METHOD – EXACTIONS (EXCLUDING PUBLIC SAFETY)
COUNCIL DIRECTION

Mayor Evans stated that she would like to have a community conversation about the current process compared to the other processes available. It appears that if a developer is building a lot of units at one time, they would be interested in paying impact fees whereas a smaller development would rather use the exaction process. She asked if there could be two process that could be chosen from. Mr. Solomon explained that all developments must be treated the same and therefore only one option is permitted.

Ms. Antol stated that the conversation today is to see if there is Council interest in looking further into development fees. The community conversation with the general public will look very different then the conversation with developers. Staff is happy to have the discussions and then come back to Council for further direction if that is desired.

Council discussed the need to have a community conversation about the cost of development both for the community and the developer and how that can directly impact the community, who is paying for what, what is being paid for and how.

Rick Lopez addressed Council in support of a community conversation. A developer will come in and put in all the infrastructure and that cost is passed along to the homeowner along with ongoing property taxes.

Council gave direction for staff to develop a process for a community discussion.

17. COUNCIL LIAISON REPORTS

None

18. 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.

These items were taken out of order following agenda item 16A.

A. **Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition requesting Council to seriously consider the effect of noise pollution on the quality of life in Flagstaff. They ask that Council address the unnecessary noise created when drivers intentionally modify a vehicle for the sole purpose of increasing their noise footprint.

Michael Collier addressed Council stating that people live in Flagstaff because it is small and peaceful and the intentional noise created by drivers of some vehicles disrupts that peaceful setting. He encouraged the Council to consider a noise ordinance that would prohibit intentional noise from vehicles. The ordinance can be enforced by police officers measuring decibel levels with a tiered fine schedule and education.

There were at least three members of Council in support of moving this forward.

B. **Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition requesting that Navajo Road between Hopi Drive and Fort Valley Road have a sidewalk on the south side of the street with a standard 90 degree curb, while the north side of the street see replacement of roll curb in the exact location it is, with no sidewalk at all on the north side of the street. Further, the sidewalk on the south side will shift north to the greatest extent possible to preserve existing landscape and driveway parking to maintain the city-proposed road narrowing and on-street parking on both sides of the street.

Tom Martin addressed Council requesting that only one side of Navajo Road have sidewalks installed. He expressed concern about the lack of clarity in the questionnaire that was sent out to homeowners asking about sidewalk installation. He expressed concern about homeowners loosing portions of their lawn and off street parking options with the installation of a sidewalk.

David Sanders addressed Council in support of the petition noting that sidewalks have a minimal impact on safety.

Rick Lopez addressed Council in support of the petition noting that sidewalks are not being installed in other areas of Flagstaff. The installation of sidewalks impacts parking and places a burden on many elderly homeowners to shovel their sidewalks.

Mayor Evans asked what if it is the city’s engineering standards that are driving the need for sidewalks. Mr. Folke explained that there are street standards for sidewalks and there are conditions all over Flagstaff that do not meet those standards. The Road Repair and Street Safety funding is to be used to repair existing infrastructure which includes bringing things to the appropriate standards. The schools in this area also impact the decision to install sidewalks as children are walking to school through the neighborhoods.

Vice Mayor Shimoni stated that sidewalks are needed on residential streets and with this being so close to schools, he believes it makes sense to have sidewalks installed as part of the project.

Councilmember Whelan asked if there was a community process for the project. City Engineer Rick Barrett stated that there were two public meetings held at Marshall School. The first was at a 30% design level with a survey and then another meeting was held at the 60% design stage. Generally speaking, the open houses were well attended. Citizens have been expressing concern about why their streets are not in accordance with engineering standards.

Mayor Evans noted that there are design and engineering standards for a reason and

picking and choosing street by street which standards to adhere to is not appropriate. The city has evolved over time which is why there are neighborhoods without sidewalks and as those streets are updated and repaired it is necessary to bring them up to the current standards. She is not supportive of moving the matter forward for further discussion.

Councilmember Aslan stated that he supports all residential streets having sidewalks. It is not the Council's job to micromanage the design of each street, the system must operate with consistency.

There was not the necessary support to move the item forward to a future agenda.

Moved by Councilmember Charlie Odegaard, **seconded by** Mayor Coral Evans to continue the agenda in accordance with the City Council Rules of Procedure.

Vote: 6 - 1

NAY: Councilmember Jim McCarthy

19. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

B. Discussion and Direction: Council Visit to BNSF Headquarters in Fort Worth, Texas

Mr. Clifton stated that an invitation has been extended for a delegation from Flagstaff to visit the BNSF headquarters. It is an excellent offer to help further relationship building with BNSF especially in light of the partnership needed with regard to the Rio de Flag project. The dates have not been formulated just yet but it would be helpful for Council to identify three members to attend.

Councilmember McCarthy expressed his interest in attending.

Councilmember Aslan also expressed an interest in attending.

Mayor Evans also stated that she would like to attend.

Council agreed with the three who expressed interest.

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

Councilmember Odegaard requested that the comments during public participation about bike lanes be forwarded to Public Works to address.

Councilmember McCarthy reported that the Housing Commission met yesterday and discussed the exploration of a potential 2020 ballot measure. A chairperson and vice-chairperson were appointed as well.

Councilmember Whelan stated that she would like to have the Council consider adding a transportation representative to the Housing Commission. She also reported that she will be traveling to Florida next month to tour a shelter facility that also operates as a diversion

program out of the criminal justice system.

Vice Mayor Shimoni reported that he is looking forward to the work ahead in 2020. He has been discussing with Economic Vitality Director Heidi Hansen about how to grow support for the Flagstaff Local campaign and he suggested a friendly competition between the members of Council.

21. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held January 7, 2020, adjourned at 10:47 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 January 7, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, JANUARY 14, 2020
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
6:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the meeting of the Flagstaff City Council held January 14, 2020, to order at 6:00 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 McCarthy 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 EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

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.

The Montessori Robotics Club presented information about dog waste in parks and residential lawns. They spoke about microbes, eco-friendly waste containers, and the use of the methane produced for providing light.

Anthony Garcia addressed Council to provide a brief update on the Beautification and Public Art Commission's budget process.

Economic Vitality Director Heidi Hansen provided a progress report on the Flagstaff Local campaign. She stated that the business tool kit is now available for pickup at the CVB.

Devonna McLaughlin addressed Council on behalf of 124 local non-profits encouraging people to participate in the Arizona Charitable Tax Credit.

5. Recognition: Vans Contest Winners

Mayor and Council approached the podium and the Mayor read and presented Flagstaff High School Students Alyssa William, Nicole Dougherty and Instructor Kayley Quick with a formal recognition for winning the Van's Custom Culture Contest Grand Prize.

6. Review of Draft Agenda for the January 21, 2020 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.

Mayor Evans announced that due to the awards ceremony, a number of items will be moved to the Consent Agenda. She encouraged Council to reach out to the City Manager with any questions on those items.

Councilmember McCarthy noted that he has a FAIR item on the agenda that he will likely request to withdrawn.

Councilmember Odegaard asked for additional information for Option 2 in Item 14A.

7. Discussion: Southside Community Specific Plan 60-day Public Review

Comprehensive and Neighborhood Planner Sara Dechter provided a PowerPoint presentation that covered the following:

SOUTHSIDE COMMUNITY PLAN
60-DAY PUBLIC REVIEW
HIERARCHY OF PLANNING DOCUMENTS

SOUTHSIDE PLAN PUBLIC PARTICIPATION
THE SOUTHSIDE STAKEHOLDER GROUP
60 DAY PUBLIC REVIEW OBJECTIVES
PLAN CONTENT
SOUTHSIDE SUBAREAS
PROPOSED REGIONAL PLAN AMENDMENT
LIVE/MAKE CENTER
SOUTHSIDE MAIN STREETS
VARIATIONS IN SCALE AND ARCHITECTURE BY SUBAREA
LIVE/WORK NEIGHBORHOOD
NEIGHBORHOOD CORE
RIO DE FLAG FLOOD CONTROL
TRANSPORTATION ISSUES AND OPPORTUNITIES
TRANSPORTATION MAP
O'LEARY STREET FUTS CONNECTION

Mayor Evans noted concerns about the lack of enforcement of issues such as loitering and litter. Ms. Dechter stated that staff has proposed mitigating opportunities such as clearing excess vegetation and encouraging more passage by pedestrians and cyclists. Having more activity in the area may discourage inappropriate behavior.

Councilmember Odegaard acknowledged the challenges with mistrust in the neighborhood due to the lack of follow through on projects. Continued conversations and outreach are vital to the success of the plan.

Ms. Dechter continued the presentation.

INCOMPLETE INFRASTRUCTURE
OFF-SITE PARKING AND PARKFLAG
PARKS ISSUES AND OPPORTUNITIES
PARK CONCEPTS IN THE SOUTHSIDE COMMUNITY PLAN
1 – MIKES PIKE POCKET PARK
4 – UNDER LONE TREE PARK OPPORTUNITIES

Mayor Evans stated that she would be interested in seeing what other park locations might exist. There may be additional locations throughout the southside that could be redeveloped as civic and park space.

Ms. Dechter concluded the presentation.

PUBLIC PARTICIPATION OPPORTUNITIES
ONLINE PUBLIC ENGAGEMENT POTENTIAL STRATEGIES
PUBLIC REVIEW ENDS ON FEBRUARY 4, 2020

Council expressed appreciation for the staff's work and that they look forward to seeing the plan come to fruition.

A break was held from 7:51 p.m. through 8:01 p.m.

8. **Discussion:** Water Resources Master Plan Draft Scope of Work

Water Resources Manager Erin Young provided a PowerPoint presentation that covered the following:

FLAGSTAFF WATER RESOURCES MASTER PLAN
WHY NOW?
PROPOSED PROJECT TEAM

Ms. Young introduced Katie Vanyo, and Robert McCandless from Brown and Caldwell who continued the presentation.

GOALS AND OBJECTIVES
MAJOR ELEMENTS
BACKGROUND
STAKEHOLDER ENGAGEMENT AND PUBLIC OUTREACH
WORKSHOPS
WATER DEMAND PROJECTIONS
DEVELOP WATER BALANCE
DEFINE ALTERNATIVES
ASSESS WATER RATE IMPACTS AND ECONOMIC VALUE OF WATER
ASSESS ALTERNATIVES
REPORTING
SCHEDULE

Councilmember Whelan expressed a desire to move through the stakeholder and community engagement process thoughtfully and thoroughly. She indicated that she does not want the process to be rushed.

Vice Mayor Shimoni stated that he would like to see a component of the plan address future water needs without utilizing Red Gap Ranch.

Councilmember Odegaard asked if the study will evaluate best practices for the use of surface water. Ms. Young explained that there is a separate study where they are looking at that specifically.

Councilmember McCarthy asked if there is a component of the study that will be looking at chemicals of emerging concern. Ms. Vanyon stated that it is part of the scope of work to build in discussion and education around that topic.

Mr. McCandless stated that water quality is a key issue and is a critical component of the study; the alternatives developed will be identifying where additional treatment might be needed. Part of the challenge in developing alternatives is that there is an ability to measure and detect chemicals but there is no science that measures the levels that are safe for human health. Ms. Young stated that Flagstaff would be creating its own standard for how clean is clean, what the concerns are, and how to educate everyone accordingly.

Councilmember Aslan indicated that he is only interested in utilizing Red Gap Ranch only as a very last resort. He also expressed concern about water conservation becoming a mechanism for growth.

Councilmember Salas requested that an emergency component be added to the master planning efforts to ensure that the city is able to respond appropriately to unexpected

emergencies. Defining the decisions and priorities necessary to mitigate the impact to the distribution of water.

9. **Discussion:** Cell phone tower ordinance to require that the coverage map provided in the application be done by an independent 3rd party

Mayor Evans stated that she had brought this up as a FAIR item and after looking at the information she believes that the discussion is more about the Conditional Use Permit process and the fees associated with permitting. She requested that the discussion be included in the permitting fee discussion that is coming to Council.

Council agreed to the suggestion.

10. **Discussion:** The creation of a City Veterans' Liaison Coordinator position

Councilmember Odegaard requested that the City Manager identify possible staffing opportunities to carry forward issues concerning veteran's in the community. Having a city representative to be at the table on veteran issues as well as providing assistance with research and outreach would be beneficial. Mr. Clifton noted that he will look at the availability of resources both internally and externally and how information can be coordinated.

Ms. Hansen offered that in speaking with the Arizona Veteran project manager about the veteran home, they stated that they will have a lot of staffing that will be able to assist veterans in Northern Arizona with services and resources. Mr. Clifton stated that there are services coming in and there are services already existing in the community; he would like the opportunity to develop ideas on how to coordinate efforts to make sure that people know about the services and resources.

John Davison addressed Council stating that veterans want and need people locally to talk with them about issues. He encouraged the City to continue down the path of being involved and doing advocacy for veterans.

11. **Public Participation**

None

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

Councilmember Aslan stated that the climate crisis declaration is coming to Council soon and that he has concerns about the language. He will be working with community groups to weigh in on possible changes. He also made statements regarding the minimum wage study and his desire to have a new study done that has input and buy in from both sides of the issue.

Vice Mayor Shimoni stated that Census 2020 is right around the corner and encouraged everyone to engage with the community and get them excited to participate. He thanked Economic Vitality for their work with Flagstaff Local. He also announced that he will be holding a Martin Luther King event next Monday to hear the head of the NAACP speak.

Mayor Evans stated that she, along with other members of Council, had the opportunity to present a proclamation to the Women's League of Voters celebrating the 100 year

anniversary of the women's suffrage movement. She also stated that the Council is invited to the Martin Luther King breakfast at NAU on Monday.

Councilmember Salas reported that tomorrow is the Flagstaff Trails Initiative open house at Flagstaff High School. She also announced that the Tourism Commission will be engaging in a SWOT analysis of the CVB and their collaborations within the community. She reported that the Airport Commission met last week and presented information about the budget.

Councilmember Odegaard reported that he attended the Beautification and Public Art Commission last week where they welcomed their newest commission member.

13. Adjournment

The Work Session of the Flagstaff City Council held January 14, 2020, adjourned at 9:30 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL BUDGET RETREAT
MONDAY - TUESDAY
FEBRUARY 3 - 4, 2020
FLAGSTAFF AQUAPLEX
1702 NORTH FOURTH ST.
8:00 A.M.

MINUTES

1. Call to Order

Vice Mayor Shimoni called the Budget Retreat of the Flagstaff City Council held February 3, 2020, to order at 8:31 a.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. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR EVANS (arrived at 11:08 a.m.)	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

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

3. Priority Based Budgeting Online Tools & Roadmap

Mr. Clifton introduced Chris Fabian and Kathie Novak with Resource X who provided a PowerPoint presentation that covered the following:

PRIORITY BASED BUDGETING PROJECT RECAP AND NEXT STEPS
TODAY'S AGENDA: 3 KEY POINTS
- PROJECT RECAP
- HOW TO EXPLORE YOUR DATA
- LOOK TOWARD THE FUTURE

GENERIC LINE ITEM DATA VISUAL

WHY PBB?
MEASURE INVESTMENT IN RESULTS
CREATE BASIC PROGRAMMATIC INSIGHT
IDENTIFY OPPORTUNITIES FOR FUTURE ACTION
NEARLY 300 IMPLEMENTATIONS OF PRIORITY BASED BUDGETING (PBB)
RECOMMENDED BEST PRACTICE – ICMA, GFOA, NLC, ALLIANCE FOR INNOVATION
PROJECT RECAP
IMPLEMENTING PRIORITY BASED BUDGET
CREATE PROGRAM INVENTORY
PROGRAM COSTING
PROGRAM SCORING
BUDGET ADOPTION
DATA LAYERS
INPUTS/OUTPUTS
RESULTS/BPA'S
FINANCIALS/PERSONNEL/HR
PROGRAM INVENTORY
PROCESS TECHNIQUES
PROGRAM INVENTORY EXERCISE
402 PROGRAMS OFFERED BY COF
PROGRAM COSTING
ALLOCATION SUMMARY
PLANNING TOOL
PROGRAM SCORES
MEASURE INFLUENCE ON RESULTS
BASIC PROGRAM ATTRIBUTES
FLAGSTAFF PROGRAM
ALIGNMENT OF RESOURCES
The darker the color the higher degree of influence on the result areas

A break was held from 9:45 a.m. through 10:00 a.m.

Mr. Fabien and Ms. Novak provided a demonstration on how to utilize the tools and interpret the data.

HOW TO EXPLORE YOUR DATA
PROGRAM ATTRIBUTES

Mayor Evans arrived 11:08 a.m. and took over the management of the meeting.

LOOKING TOWARD THE FUTURE
DATA CREATION
INSIGHT OPPORTUNITIES
IDENTIFY OPPORTUNITY
ACTION
TAKE ACTION
1ST CYCLE
FOCUS ON DATA CREATION
FIRST ATTEMPTS AT DATA DRIVEN RESOURCE ALLOCATION
USING PBB AS A GUIDE IN BUDGET RECOMMENDATIONS
2ND CYCLE
FOCUS ON RESOURCE OPTIMIZATION
APPLYING THE PBB BLUE PRINT
RECOMMENDATIONS FOR RESOURCE REALLOCATION, AND REVENUE

GENERATION
3RD CYCLE
CONTINUED FOCUS ON RESOURCE OPTIMIZATION
INTRODUCE FOCUS ON PERFORMANCE AND RESULTS ACHIEVEMENT
KEY PERFORMANCE INDICATORS

Mr. Clifton asked how PBB has been implemented in other jurisdictions over time. Mr. Fabian stated that it is about creating the programs and scoring to better understand resource allocation. Starting with gathering data helps to define the areas of business then in subsequent years focus on maximizing discussions based on scoring. Ms. Novak added that during the budget cycle there are new initiatives that come forward and being able to see where those new initiatives may conflict or compliment existing programs is helpful. PBB offers the ability to determine how relevant an existing or new program aligns with the things that are important to Flagstaff.

IT'S 3-5 YEARS DOWN THE ROAD…
WHAT FUTURE ARE YOU TRYING TO PREPARE FOR?
WHAT PROGRAMS NEED TO START
WHAT PROGRAMS NEED TO GROW
WHAT PROGRAMS WILL NEED TO UNDERGO TRANSFORMATION
HOW DOES IT GET FUNDED?
BLUEPRINT FOR ACTION TO FUND THE FUTURE
FREE-UP AND REALLOCATE RESOURCES
GENERATE NEW REVENUE

Economic Vitality Director Heidi Hansen asked how many organizations lost staff with the implementation of PBB. Mr. Fabian stated that he does not have a statistic, but each community is different and each has their own unique financial situations. Ms. Novak added that it is unlikely that a staff member has all of their time allocated to a single program so if a program is eliminated, it frees that person up for more attention to a more relevant program. From a human resources perspective, it becomes a question of if the right people are in the right programs and the PBB tool helps to change the conversation about resource allocation and priority programs.

Vice Mayor Shimoni asked what they expect to be the biggest hurdles for implementation. Ms. Novak stated that a big hurdle will be for the Council to be patient through the first part; there is a lot of data gathering and sorting that has to be done before analysis can really happen by the Council. It takes time but roll out will come. Mr. Fabian added that from the staff perspective there is a lot of uncertainty about how things will score out and there is a tendency to ask how the tool will be used against them rather than how can it benefit. It is an education process to teach departments how to be empowered and use the tool to make good decisions and push things forward; once staff is able to see how this will benefit them then a culture of trust and acceptance can be built. The whole thing takes time and that can be frustrating at the beginning.

A break was held from 11:53 a.m. through 12:35 p.m.

4. City Council Fiscal Year 20-21 Budget Retreat

Management Services Director Rick Tadder provided an PowerPoint presentation that covered the following:

REVENUE UPDATE

CITY SALES TAX – GENERAL FUND (excluding Use Tax Increase)
STATE SHARED SALES TAX
STATE SHARED INCOME TAX/URBAN REVENUE
AUTO LIEU TAX (SHARED REVENUE)
FRANCHISE FEES
BUILDING PERMITS
BBB REVENUE
HIGHWAY USER REVENUE (HURF)

Vice Mayor Shimoni asked about internal operations to identify and close gaps in how the state is handling sales tax collection for the city. Mr. Tadder stated that they are working closely with the Department of Revenue to understand their processes and how to look at and present the data differently, so the city is able to identify and understand its trends. An external auditor is also being used to watch activity and make sure businesses are reporting activity correctly. They work with the county to identify when property changes hands and makes sure those taxes are collected. They also watch the sales tax revenues and provide collection services when necessary.

Mayor Evans stated that the city has hired an external auditor but those services are supposed to be provided by the state. Mr. Tadder agreed but added that the state is auditing and bring in revenues but they are not focusing directly on Flagstaff's local businesses like the city's auditor can.

Councilmember Whelan expressed a desire to discuss BBB allocations and the possibility of making adjustments to those allocations.

Finance Director Brandi Suda continued the presentation.

FIXED COSTS AND AVAILABLE REVENUES
PENSION CONTRIBUTION RATES
PENSION EXPENDITURES

Mr. Tadder Rick continued the presentation.

PUBLIC SAFETY PENSIONS
WHERE DOES FLAGSTAFF'S PLANS MEASURE UP?
UNFUNDED LIABILITY
UNFUNDED LIABILITY (DEBT)
PENSION FUNDING EQUATION
COMPONENTS OF CONTRIBUTIONS
WHERE DOES THE MONEY COME FROM?
IS THE PSPRS FUNDING POLICY WORKING?
PENSION TRENDS
WHY DOES IT SEEM TO BE GETTING WORSE?
WHAT IS POLITICAL WILL?
WHAT OTHER CITIES/COUNTIES HAVE DONE
SOME OPTIONS FOR REDUCING OUR UNFUNDED LIABILITY

Council and staff discussed the frustration associated with how the unfunded liability has increased each year despite the 20-year plan to pay down. It is difficult to add new initiatives or implement new services when there is so much uncertainty coupled with the significant impact on the general fund. Council discussed possible options to address the issue such as a bond, increased sales tax, impact fees, and the like. They indicated that they would like to continue looking at options and the need to make some hard decisions to address the situation.

Ms. Suda continued the presentation.

FIXED COST SUMMARY – GENERAL FUND
REVENUE UPDATE SUMMARY – GENERAL FUND
CITY EMPLOYER MINIMUM WAGE IMPACT

Management Analyst Jack Fitchett continued the presentation.

STATE MINIMUM WAGE ASSESSMENT UPDATE
TABLE OF ESTIMATES

Council discussed the need to be prepared for the invoice from the state. Mr. Clifton explained that funding will be set aside in the budget to accommodate the payment should it come to fruition.

Council requested a future executive session to discuss the response to the new law.

A break was held from 3:09 p.m. through 3:17 p.m.

Human Resources Director Jeanie Gallagher and Co-Chair of the EAC Jared Wotasik continued the presentation.

COMPENSATION UPDATE
BENEFITS - PENSION
BENEFITS – HEALTH
COMPENSATION
CITY-WIDE PAY HISTORY 2009-2019
EAC BUDGET RECOMMENDATIONS
SAMPLE EMPLOYEE PAY CHECK 1
SAMPLE EMPLOYEE PAY CHECK 2

Councilmember Whelan left the meeting at 3:34 p.m.

5. Public Participation

None

6. Adjournment

The Budget Retreat of the Flagstaff City Council held February 3, 2020, adjourned at 3:37 p.m. and reconvened at 8:30 a.m. on February 4, 2020.

7. Call to Order

Mayor Evans called the Budget Retreat of the Flagstaff City Council held February 4, 2020, to order at 8:30 a.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).

8. ROLL CALL

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

PRESENT: ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD (arrived at 8:39 a.m.)
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN (arrived at 9:09 a.m.)

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

9. City Council Fiscal Year 20-21 Budget Retreat (continued)

Wildland Fire Manager Paul Summerfelt provided a PowerPoint presentation that covered the following:

WILDLAND FIRE MANAGEMENT
CONTINUITY OF PROGRAM
THE CYCLE OF SUCCESS
BACKGROUND
THE PROGRESS
THE NEED
COMMUNITY SUPPORT
THE URGENCY
THE REALITY
SUCCESSFUL WFM - $1.12 M

Management Services Director Rick Tadder continued the presentation.

FUNDING THE PROGRAM
MUNICIPAL BILL RATES – EQUAL RATES

Mayor Evans asked why the focus is on funding just the gap and not the full program.
Mr. Tadder explained that they were looking to keep the fee low, the proposed fee would be what is needed to maintain the current program.

Council discussed the fee and expressed support for a tiered fee structure that over time would increase to cover the cost of the entire program.

Mr. Tadder continued.

MUNICIPAL BILL RATES – COMMERCIAL AT 50% OF RESIDENTIAL
ENVIRONMENTAL MANAGEMENT FEE (EMF)

Council discussed the Environmental Management Fee (EMF) and how it is applied to the municipal services bill. There was discussion about setting equal rates for commercial and residential users. The recommendation from staff is that instead of a set dollar amount per bill it is a percentage based upon total municipal use. Council did express concern about placing additional burden on residential users.

Mr. Summerfelt continued the presentation.

FWPP – A PROJECT

Mayor Evans noted that Mormon Mountain is not in city limits and the county has not contributed any direct funding to the project. She indicated that the project should be included in the Coconino County Flood Control District projects related to forest management.
Mr. Summerfelt indicated that the city has made that request to the District but have not had any response. Fire Chief Mark Gaillard added that the city is not optimistic that the District will include the project as they have already identified Bill Williams Mountain as their priority.

Council expressed frustration with the Coconino County Board of Supervisors and the Flood Control District for how the process of identifying projects and allocation of funding has transpired.

Councilmember McCarthy asked what the financial need is. Mr. Summerfelt stated that $7 million is needed to complete Mormon Mountain and then ongoing funding for the ongoing maintenance.

Council requested an Executive Session to discuss the legalities surrounding the Coconino County Flood Control District and their assignment of project funding.

A break was held from 10:13 a.m. through 10:28 a.m.

Mr. Tadder continued the presentation

COMMUNITY SHARE AND SERVICE PARTNERS
CURRENT SERVICE PARTNER CONTRACTS
CURRENT SERVICE PARTNER CONTRACTS – BUDGET
POTENTIAL FY 2020-2021 REQUESTS

Vice Mayor Shimoni stated that he would like to have all the requests funded. Mr. Tadder acknowledged that all the programs are important for the community, but it is important to remember that there are significant demands on city resources; there is a strain on the general fund and that is where the funding for these contracts come from.

Councilmember Whelan asked if it would be possible to redirect some of the user tax to the service partner requests. Mr. Tadder stated that Council has the ability to redirect those funds.

After discussion of the contracts a majority of Council agreed to maintaining current service levels, continue with the new allocations to the United Way and the LAUNCH program, and not to move forward with the additional funding requests.

Mr. Tadder continued the presentation.

PROCESS FOR REQUESTING FUNDING
DISCRETIONARY FUND BUDGET CONSIDERATION

Mr. Clifton explained that the fund is a small allocation of money for various Council matters that come up through the course of the year. Use of the fund would require Council authorization. Council was supportive of the development of a Council Initiative Fund.

Public Works Streets Section Director Scott Overton continued the presentation.

SNOW MANAGEMENT
SNOW OPERATIONS – OVERVIEW
STREETS STATISTICS
SNOW OPERATIONS
THANKSGIVING EVENT
SNOW OPERATIONS – OVERVIEW
- STORM MONITORING
- EQUIPMENT PREPARATION
- OPERATOR AVAILABILITY

SNOW POLICY
BEST PRACTICES AND OPERATIONS
- PLOWING PROCEDURES
- SNOW PLACEMENT
- ICE TRACTION CONTROL
- SIDEWALKS
- FUTS AND ALLEYS
- SWEEPING AND CLEANUP

URBAN SNOW OPERATIONS CHALLENGES
2020-2021 STREETS BUDGET
ADDITIONAL CONSIDERATIONS
ALTERNATIVE OR ADVANCED EQUIPMENT
ROAD GRADER WITH GATE

Council inquired about a possible pilot project to test out the effectiveness of the gates. Mr. Overton explained that a pilot is possible but there are significant considerations as to where the use of the method would be possible. Driveway placement is key, and the gates work well for homes that are and spaced further out from each other; residential areas where homes are closer together may prove problematic.

Mr. Overton continued.

ALTERNATIVE OR ADVANCED EQUIPMENT
LOADER WITH PLOW AND WING
- ADDITIONAL FLEET EQUIPMENT
- SKID STEER

STAFFING LEVELS
- CHEMICAL DE-ICER PROGRAMS
- CONTRACTING AND INTERGOVERNMENTAL AGREEMENTS

Mayor Evans suggested that it may be time to revisit the possibility of using de-icer in Flagstaff. There are constant issues about cinders and ice in bike lanes as well as the time it takes to clean cinders from streets following snow events. Mr. Overton stated that he is happy to entertain a community conversation; he noted that there have been improvements to de-icer but there has not yet been a way to move away from the calcium chlorides.

Council discussed a need for stronger enforcement on parked cars and clearing of snow and cinders from sidewalks. A majority of Council expressed the desire to see a pilot program for the use of grader gates.

A break was held from 12:44 p.m. through 12:53 p.m.

Economic Vitality Director Heidi Hansen, Public Works Project Manager Adam Miele, and Airport Director Barney Helmick continued the presentation.

AIRPORT IMPROVEMENTS
TEMPORARY OVERFLOW PARKING
ADDITIONAL PERMANENT PARKING
FUTURE IMPROVEMENTS
AIRPORT 32-ACRE PARCEL
OTHER AIRPORT PLANS

Mr. Tadder concluded the presentation thanking staff for their participation and opened the floor for Council discussion.

Councilmember McCarthy requested more information and a possible discussion about other funding sources available for the Flagstaff Watershed Protection Project such as a stormwater fee.

Councilmember Odegaard requested funding for a literacy enrichment program for after school programing at the libraries. He also requested that there be consideration for hiring at least one more Police Aide.

Councilmember Whelan asked to look at the housing down payment program and ways to grow the fund. She does not want to see social programs cut and asked that other funding options be identified; she would also like to see these programs funded on an ongoing basis rather than one-time. She asked for consideration to use Prop 419 monies to fully fund JW Powell.

Vice Mayor Shimoni expressed excitement about the use of PBB in future years. He stated that he would like to see the budget include funding to revamp the website, an app for the community to engage with Council, and an opportunity for citizens to participate in the budget process through participatory budgeting. He requested funding to hire a part-time videographer.

Councilmember Salas indicated that she is also excited to see how PBB impacts future budget cycles to evaluate existing resources and how things may be able to be reallocated.

Councilmember Aslan stated that there needs to be an aggressive approach to paying down the unfunded pension liability. There are many things that the Council and community would like to see done, such as the Climate Action and Adaptation Plan, but the liability is severely limiting available resources to do so.

Mayor Evans stated that she has come a long way in understanding the budget process over her last twelve cycles. She encouraged Council to really think about wants versus needs when trying to balance the allocation of resources. She stated that she is interested in a budget that reflects Flagstaff and makes sure everyone is moving forward at the same rate.

Ms. Clifton concluded the retreat by offering thanks to the Council and staff for their preparation and input. He stated that there is much more work to be done and the information gathered from the retreat will help guide the next steps in the budget process.

10. Public Participation

None

11. Adjournment

The Budget Retreat of the Flagstaff City Council held February 4, 2020, adjourned at 2:04 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 6, 2021
CITY HALL 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 April 6, 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 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. 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 February 2, 2021; Work Session of February 9, 2021; Regular Meeting of March 2, 2021; Executive Session of March 9, 2021; and Executive Session of March 23, 2021.

Councilmember Salas requested a couple of changes in the February 9, 2021 and March 2, 2021 minutes.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the minutes of the City Council Regular Meeting of February 2, 2021; Work Session of February 9, 2021; Regular Meeting of March 2, 2021; Executive Session of March 9, 2021; and Executive Session of March 23, 2021 as amended.

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.

Water Resources Manager Erin Young addressed Council to recognize Arizona's Water Professionals Appreciation week and the efforts of Water Services staff.

Amiee Backas addressed Council to provide information on Arizona Coalition for Military Families Be Connected Program.

The following individuals addressed Council in regards to the Downtown Connection Center:

- Khara House
- Tracye Moore
- Marie Jones
- Michele James
- Sandra Lubarsky

The following comments were received:

- The Southside Neighborhood Plan includes strong support for civic space.
- The civic space is a community need that should not be delayed.
- Removing the civic space from the Downtown Connection Center plan is a contradiction of what was promised to the Southside in the community plan.
- Please explore alternative parking solutions for downtown but not at the expense of the civic space that has been promised and is desperately needed.
- Urge Council to support retaining the civic space in the final concept design.
- Well planned public space is important to strengthening neighborhoods.

Written comments in support of maintaining civic space in the Downtown Connection Center

plans were submitted by the following:

- Ricardo Guthrie
- Gerald Wood
- Nash Tirakul

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** National Service Recognition Day

The Mayor read the National Service Recognition Day Proclamation.

B. **Proclamation:** Sexual Assault Awareness Day

The Mayor read the Sexual Assault Awareness Day Proclamation.

7. APPOINTMENTS

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

A. **Consideration of Appointments:** Open Spaces Commission.

Moved by Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to appoint Wm. Michael Wilson to a term expiring April 2024.

Vote: 7 - 0 - Unanimously

8. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Amy S. Nations, "Hampton Inn & Suites", 990 N. Country Club Drive, Series 07 (Beer and Wine Bar), New Application.

Mayor Deasy opened the public hearing.

Police Sergeant Ryan Turley introduced the application.

Amy Nations, on behalf of Hampton Inn & Suites, stated that the Series 7 license was obtained through lottery and will allow the hotel to sell to go within their hotel rooms.

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

Moved by Councilmember Regina Salas, **seconded by** Councilmember Adam Shimoni to forward the application to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

9. 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.

Vice Mayor Daggett asked to pull Item 9E. Following discussion on item 9E, a motion to approve the Consent Agenda was made.

Moved by Vice Mayor Becky Daggett, **seconded by** Mayor Paul Deasy to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Multiple Job Order Contracting Services Contracts for upcoming projects at Pulliam Airport under $1,000,000.00 that are Federal Aviation Administration (FAA) CARES Act funded.

1. Approve award of Job Order Contracting Services Contracts to six contractors representing two discipline areas.
    - Horizontal Construction: Combs Construction Company, Inc., Fann Contracting, Inc., J. Banicki Construction, Inc.
    - Vertical Construction: FCI Constructors, Inc., Loven Contracting, Inc., Wespac Construction, Inc.
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** With Advanced Chemical Transport, Inc., d/b/a ACTenviro, for Hazardous Waste Removal and Disposition in an amount not to exceed $200,000.00.

1. Approve the Contract with Advanced Chemical Transport Inc., d/b/a ACTenviro, on a time and materials basis for an amount not to exceed $200,000.00; and
2. Authorize City Manager to execute the necessary documents.

C. **Consideration and Approval of Cooperative Purchase Contract:** Purchase of two (2) 2021 Chevrolet Silverado 1500 4WD Double Cab 147” work trucks from Courtesy Chevrolet in the amount of $60,161.50.

1. Approve the equipment purchase of two 2022 Chevrolet Silverado 1500 4WD Double Cab 147” work trucks from Courtesy Chevrolet through a State of Arizona cooperative purchasing contract #ADSP017-166120 in the amount of $60,161.50; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Purchase Itron Encoder Receiver Transmitters (ERT) Endpoints and related parts and supplies from Mountain States Pipe and Supply, Co. through a Sole Source purchase contract in the amount not to exceed $200,000.

1. Approve the sole source purchase contract with Mountain States Pipe and Supply, Co. to purchase Itron Encoder Receiver Transmitters (ERTs) and any related parts not to exceed $200,000; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Grant Agreement:** Acceptance of the Governor's Office of Highway Safety Proposition 207 Grant Award for Equipment.

> Approve the application to the Flagstaff Police Department from the Governor's Office of Highway Safety for grant funds in the amount of $94,216.70. There is no city match of funds required.

Vice Mayor Daggett asked if the equipment would be purchased if the grant was not available.

Police Lieutenant Collin Seay stated that the equipment is needed and would be requested if not funded through the grant. Vice Mayor Daggett asked what the plan is when the equipment needs to be replaced. Police Chief Dan Musselman explained that the vehicles go through the Fleet Committee, but the department has been very successful with grant funding to replace vehicles and much of the specialized equipment.

F. **Consideration and Approval:** Surface Transportation Reauthorization Project Authorization Request

> Approve the project request letter seeking authorization for the Lone Tree Corridor project within the upcoming surface transportation reauthorization legislation.

10. **ROUTINE ITEMS**

A. **Consideration and Approval of Off-Track Wagering Facility Permit:** J&J Equine Enterprises, LLC, dba Arizona Downs, located at Dirty Birdies Sports Bar & Grill, 2285 E. Butler Avenue.

Police Sergeant Ryan Turley provided a brief introduction of application.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to approve the New Off-Track Wagering Permit for J&J Equine Enterprises, LLC, dba Arizona Downs.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Governmentjobs.com, Inc., a California Corporation, DBA NEOGOV to provide three software modules. 1. Insight/Online Hiring Center provides a comprehensive employment application and recruitment process technology solution; 2. NEOGOV PERFORM provides a comprehensive employee performance evaluation technology solution, and 3. NEOGOV LEARN provides a comprehensive online training and development technology solution. The contract has a maximum total cost not to exceed $236,125.

Human Resources Director Jeanie Gallagher provided a brief description of the NEOGOV platform. The City has been using one of the modules offered by NEOGOV and the cooperative contract will allow for premium pricing to obtain and utilize the other programs within the software.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to approve the Cooperative Purchase Contract for NEOGOV Human Resource software package with Governmentjobs.com, Inc., DBA NEOGOV for a fee not to exceed an amount of $236,125 utilizing a cooperative contract through the Pascua Yaqui Tribe Tucson, Arizona and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

C. **Consideration and Possible Adoption**: City Council Rules of Procedure

City Clerk Stacy Saltzburg presented the City Council Rules of Procedure and clarified an omission in the draft document from last week.

Councilmember Salas requested that Rule 11.07 be modified to include tribal delegations. Council discussed and agreed to the following language:

11.07 Meetings with State, Federal, and Tribal Delegation and Lobbying Trips

At least two members of Council must be in attendance at any meetings with State, Federal, or Tribal representatives where any city, state, federal, or tribal business is discussed. When the City Council participates in state or federal lobbying trips, the Mayor, or Councilmember designee, will accompany two other councilmembers and optionally staff on each trip. The councilmembers chosen to attend will be determined by an established rotation to ensure equal opportunity to participate and represent the City in this capacity. The Council reserves the right to select a councilmember outside the rotation by a three-fourth (super-majority) vote of the Council.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the City Council Rules of Procedure dated April 6, 2021 as amended.

Vote: 7 - 0 - Unanimously

D. **Consideration and Approval:** Section 8 Security Deposit Assistance Program - a loan program to assist voucher holders to overcome the barrier of high-security deposits.

Housing Director Sarah Darr provided a PowerPoint presentation that covered the following:

SECTION 8 DEPOSIT ASSISTANCE PROGRAM (SDAP)
REMINDER OF HOW VOUCHER PROGRAMS WORK
OVERVIEW OF SDAP
MORE ON THE “WHY”
FUNDING DETAILS
AREA MEDIAN INCOME – AMI
SDAP DETAILS
ELIGIBILITY
PUBLIC COMMENT
REQUESTED ACTION

Councilmember Salas asked how many households will benefit per year. Ms. Darr stated that they estimate 50 to 65 households per year.

Councilmember Salas asked if it would be helpful for additional funds be allocated. Ms. Darr stated that it is possible that it could help but that the fund revolves on such a short time frame that there is a hope to not need additional funding.

Vice Mayor Daggett asked if there is an alternative collection plan rather than preventing a person from participating in the future. Ms. Darr explained that federal regulations dictate that if anyone owes a housing authority money, they are prevented from renting from any other housing authority in the United States until it is paid back. She indicated that there are not many who owe money and because the repayment terms are such a short time frame they believe that non-payment will be a rare occurrence.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve Section 8 Security Deposit Assistance Program and authorize staff to make non-substantive administrative amendments as necessary.

Vote: 7 - 0 - Unanimously

11. PUBLIC HEARING ITEMS

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

Mayor Deasy opened the public hearing.

Planning Development Manager Alaxandra Pucciarelli provided a PowerPoint presentation that covered the following:

AURA FLAGSTAFF DIRECT TO ORDINANCE ZONING MAP AMENDMENT
AREA CONTEXT MAP
PROJECT AREA
PROPOSED DENSITY
INCENTIVES
- AFFORDABLE HOUSING INCENTIVES
- RESIDENTIAL SUSTAINABLE BUILDING INCENTIVES

SITE LAYOUT
SITE DESIGN
RESOURCE PROTECTION OVERLAY
COMMON OPEN SPACE & CIVIC SPACE
DEVELOPMENT AGREEMENT
FINDINGS
- FINDING #1: CONFORMANCE WITH THE GENERAL PLAN
- FINDING #2: COMMUNITY BENEFIT AND PUBLIC GOOD
- FINDING #3: SITE IS PHYSICALLY SUITABLE

RECOMMENDATION

Jason Morris, on behalf of the developer continued the presentation.

AURA FLAGSTAFF
PROJECT OVERVIEW
SUMMARY OF CHANGES
ORIGINAL SITE PLAN & NEW SITE PLAN
COMMUNITY BENEFITS
BY THE NUMBERS

SUMMARY

Councilmember Aslan asked about the tree resource protection and if there is a chance that the property owners could open the space north of High Country Trail to the public. Mr. Morris explained that the development is abiding by the requirements of the code with regard to tree resources; the parcel is separated by High Country Trail and most of the resource protection comes from the northern two acres of the parcel. With regard to public access to the northern two acres, the Auza family who abuts the northern part of the parcel, has asked to maintain private access of the area.

Councilmember Aslan expressed concern that the area will be closed to the public even though it is being used to calculate the overall density of the project.

Councilmember Shimoni indicated that there is one charging unit planned for electric vehicles with infrastructure to add two others; he asked why the three could not be all built out. Mr. Morris indicated that the intent was to attempt to meet the current demand and try to prepare for additional demand without having to disturb the overall parking lot in the future.

Councilmember Sweet asked if they would reconsider installing solar after the project is complete. Mr. Morris explained that solar is being installed where and as often as possible. Todd Gossling, with Trinsic Residential, added that solar has been explored but the project does not have a building that lends itself to a large array and therefore it is broken up into eight smaller buildings. Unfortunately, there is not enough south facing roof area to generate enough solar to make it viable. Councilmember Sweet indicated that she would appreciate a continuation of research to bring in more solar to the project.

Councilmember Salas asked if there is a policy in place to discourage short-term rentals within the development. Mr. Morris stated that the lease terms are at least one year and they will not permit short-term or executive rentals.

The following individuals spoke in favor of the rezone:

- Tyler Denham
- Christy Zeller
- Deb Harris

The following comments were received:

- City staff found that the development is in line with the Regional Plan.
- Denying developments that align with the Regional Plan is not a good idea.
- Businesses will not invest in Flagstaff if decisions are unpredictable and inconsistent.
- This development brings 20 units of subsidized housing and 140 units of desperately needed housing.
- Keep in mind those who are not able to attend and speak in favor of this project.
- The location is couched by other apartment complexes and is appropriate for the area.
- The development is on a vacant infill parcel within walking distance of two bus routes which will help meet Flagstaff's transit goals.
- This is a great location for housing.
- Council has advocated for affordable housing and this will contribute 32 affordable units.
- Do not succumb to the NIMBYism attitude.
- Please approve the rezone.
- The rezone will allow for affordable and workforce housing which is something that is needed in the community.
- Do not relegate people to certain areas based on their income or employment status.

The following individuals spoke in opposition of the rezone:

- Nathan Jones
- Rae Jones
- Phil Goldblatt

The following comments were received:

- A recent survey of the Ponderosa Trails residents showed nearly 90% were in opposition to the development.
- This is not a medium density residential development, it will look like high density right next to single family residential.
- The developer should not be able to claim the two northern acres in their density calculation when no one will have access.
- While this is not direct student housing, it will draw in students and turn into a student housing development.
- Planning and Zoning Commission recommended denial of the rezone.
- No one wants a high-density project in their backyard.
- With the 62% density bonus with housing and sustainability, really puts the feeling of high density.
- There are so many new apartment complexes that are being built. The Uncommon, Milltown, and Trailside; I question the need for an additional apartment complex.
- This development will increase traffic in the area and at the intersection that is already heavily used.
- Please deny the rezone.
- The development is de-facto high density.
- The community character fails to be maintained.
- The development is in violation of the Zoning Code.

A written comment in favor of the rezone was submitted by Enoque Júnior.

Written comments in opposition of the rezone were submitted by:

- Uri and Megan Farkas
- Sean and Sheila Duffy

Mayor Deasy closed the public hearing.

Councilmember McCarthy expressed concern about the private use of the northern two acres by an adjacent landowner. He stated that there is a real need for more housing, especially one and two bedrooms. He wants a project that is reasonable for the area, and meets the zoning code and the regional plan.

Councilmember Aslan stated that the proposed area is an appropriate space for the development. He expressed appreciation for the project being all electric, the addition of the pickleball courts, the FUTS connection, and affordable units included in the application. He does not believe that changing the zoning to medium residential changes the community character; he is concerned with how the density is being calculated and the resulting feel of high density. He stated that he agrees with the Planning and Zoning Commission recommendation unless the developer agrees to remove the two acres or opens it up to the public.

Councilmember Shimoni noted that the parcel has history with the developer coming before the Council before and after being denied the rezoning at that time they made a strong effort to bring something back that will work. The project will bring in much needed housing. He expressed frustration about the discussions about infill and density when it relates to

sustainability but every time a development comes forward it is a struggle to make a decision. He is supportive of the rezone.

Vice Mayor Daggett asked if there was a perspective for why the Planning and Zoning Commission voted to deny the rezone. Ms. Pucciarelli stated that the biggest concern from the Commission seemed to be the perceived density with the inclusion of the bonus units. There was also concern about the restraints of the site with part of it being north of the road.

Councilmember Sweet acknowledged the concerns that are coming from the community. She stated that there is a housing crisis and all types of housing are needed in the community. The project provides housing and it gets the city one step closer to finding homes for community members.

Vice Mayor Daggett also acknowledged that she is hearing the comments from nearby residents but stated that it is also important to remember that the Council represents all residents of Flagstaff, including those who are struggling to find stable housing. Affordable housing needs to be placed throughout the community which is another reason she supports the development.

Mayor Deasy stated that his concern is that the renters will be paying the property taxes on the portion of the parcel to the north without the benefit of being able to access the property.

Councilmember McCarthy stated that he believes that the property north of the street should be split with the northern half preserved for the homestead and the southern half be used for the development. It would be a loss of only six units which is minor. If the homestead wants to maintain full control then it would be a reduction of 22 units.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2021-06 by title only for the first time with the following amendment:

A line shall be created thru the two-acre parcel north of the road that is parallel to the northern edge of the parcel. The line shall be located such that the area within the two-acre segment that is north of the line is one acre. The area within the parcel that is north of the line shall become a new parcel and shall remain ER zoning.

A new fence shall be put on the line. The area south of the line shall be unfenced on all sides and shall be available to the apartment residents of the subject project, for passive recreation. It would have legal restrictions like in the current draft development plan, i.e., it would not be developed, trees would remain, etc.

The area south of the line would be in the proposed new parcel, i.e., the apartment parcel to be zoned MR. The apartment parcel would then be approximately 10 acres. The number of units allowed would be as determined by this reduced area and the zoning code rules, including applicable bonuses (approximately 169 times 10/11 = 154). (The project would be reduced by approximately six units.) The reduction with respect to the existing site plan shall be accomplished by reductions of some of the three-story buildings to two-story building. With the exception of this height reduction, the site plan would stay as it is currently presented.

At their discretion, the developer/landowner may move the line farther from the north edge of the parcel, while still maintaining the line parallel to the north edge, and only including land in the two-acre parcel. The line could be moved farther south, up to and including such that it would include the whole two acres. The location of the line would define how much is kept

ER for the property to the north, and how much is allocated to the new project. (If it were all kept ER, then the unit count would be approximately 169 times 9/11 = 138, a reduction of 22 approximately units.)

Vice Mayor Daggett asked if the parcel was not separated by the road, would the developer be able to fence off a portion and restrict access. Ms. Pucciarelli stated that there is no requirement in the zoning code that would prohibit a landowner from fencing and limiting access. If the area was included as part of the open space requirements, then it should be accessible, but the two acres are not part of that open space requirement.

Vice Mayor Shimoni asked Mr. Morris to speak to the proposal from Councilmember McCarthy and how it could impact the project. Mr. Morris stated that the existing plan of 140 standard units is at the cusp of being unfeasible so losing any units at this point threatens the viability of the project. The property to the north provides the density to support the multi-family and provide the public benefit of affordable units. It is possible that access could be provided to 1.45 acres as long as the tree resources continue, and the MR zoning be provided. They have to maintain 160 units in order for the project to move forward.

Councilmember Salas asked if short term rentals could be prohibited within the development. Mr. Morris stated that they are committed to that position and can include that provision in the development agreement if desired.

Councilmember Aslan expressed concern that the change in access to the northern property does not address the perceived density.

Councilmember McCarthy withdrew his motion.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Ordinance No. 2021-06 by title only for the first time with the following amendment:

A line shall be created thru the two-acre parcel north of the road that is parallel to the northern edge of the parcel. The line shall be located such that the area within the two-acre segment that is south of the line is 1.45 acres. The area within the parcel that is north of the line shall remain ER zoning.

A new fence shall be put on the line. The area south of the line shall be unfenced on all sides and shall be available to the apartment residents of the subject project, for pedestrian-only passive recreation. It would have legal restrictions like in the current draft development plan, i.e., it would not be developed, trees would remain, etc.

The area south of the line would be in the proposed new parcel, i.e., the apartment parcel to be zoned MR. The number of units allowed would be as determined by this reduced area and the zoning code rules, including applicable bonuses. The reduction with respect to the existing site plan, if any, shall be accomplished by reductions of some of the three-story buildings to two-story building. With the exception of this height reduction, the site plan would stay as it is currently presented.

Councilmember Shimoni noted that he is not supportive of the amendment. Mr. Morris stated that he is concerned that he does not want to inadvertently create a situation where they cannot achieve the 160 units.

Councilmember Aslan stated that he would like to see a map presented to show where the lines will be drawn. Mayor Deasy and Councilmember Salas agreed stating that he would like

to see the proposal in written form with a corresponding map.

It was suggested that it might be better if things were postponed for two weeks.

Councilmember McCarthy withdrew his motion.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to postpone the first read for 2 weeks from tonight and in the meantime staff will refine the wording provide maps and related information.

Vote: 7 - 0 - Unanimously

A break was held 6:51 p.m. through 7:06 p.m.

12. REGULAR AGENDA

A. Consideration and Adoption of Ordinance No. 2021-08 and Resolution No. 2021-13: An ordinance amending the interceptors types, capacity, location, and maintenance for the regulation of fats, oils, and grease coming into Flagstaff's water reclamation plants; and a resolution adopting the Fats, Oil, and Grease Manual.

Regulatory Compliance Section Manager Steve Camp stated that he and Industrial Pretreatment Supervisor Jolene Montoya presented on this and the following three items a couple of weeks ago and they are available for questions.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to read Ordinance No. 2021-08 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING FLAGSTAFF CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 7-02, WASTEWATER REGULATIONS BY REPLACING SECTION 7-02-0001-0014 WITH NEW LANGUAGE REGULATING INTERCEPTORS; TYPES, CAPACITY, LOCATION, AND MAINTENANCE; ESTABLISHING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to read Resolution No. 2021-13 by title only for the first time.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE CITY OF FLAGSTAFF'S WATER SERVICES DIVISION FATS, OILS AND GREASE DISCHARGE CONTROL MANUAL

B. **Consideration and Adoption of Ordinance No. 2021-07:** An ordinance amending Flagstaff City Code Section 7-02-001-0042 regulating scavenger waste, grease haulers and scavenger waste permits.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2021-07 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING FLAGSTAFF CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 7-02, WASTEWATER REGULATIONS BY REPLACING SECTION 7-02-0001-0042 WITH NEW LANGUAGE REGULATING SCAVENGER WASTE AND GREASE HAULERS, AND ADDING SECTION 7-02-0001-0042.1 WITH NEW LANGUAGE REGULATING SCAVENGER WASTE DISCHARGE PERMITS; ESTABLISHING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

C. **Consideration and Adoption of Ordinance No. 2021-10 and Resolution No. 2021-14:** An ordinance amending multiple portions Chapter 7-02 with respect to local limits for significant industrial users of the water reclamation system, and a resolution amending the Enforcement Response Plan.

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to read Ordinance No. 2021-10 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING FLAGSTAFF CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 7-02, WASTEWATER REGULATIONS BY AMENDING 7-02-001-0002 DEFINITIONS; 7-02-001-0007 PROHIBITED SUBSTANCES; 7-02-001-0008 STANDARDS FOR DISCHARGE; 7-02-001-0010 INDUSTRIAL SELF-MONITORING; 7-02-001-0011 REPORTING REQUIREMENTS; 7-02-001-0016 INSPECTIONS AND MONITORING; 7-02-001-0018 PUBLIC NOTIFICATION, DEFINITION OF SIGNIFICANT VIOLATION; 7-02-001-0049 PERMITS REQUIRED FOR INDUSTRIAL USERS; 7-02-001-0050 INDUSTRIAL USER PERMITS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2021-14 by title only for the first time.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE CITY OF FLAGSTAFF'S WATER SERVICES DIVISION ENFORCEMENT RESPONSE PLAN

D. **Consideration and Adoption of Ordinance No. 2021-09:** An ordinance amending Section 7-03-001-0015 related to City Water Systems Cross Connection Control

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2021-09 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING FLAGSTAFF CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 7-03, CITY WATER SYSTEM REGULATIONS BY AMENDING THE LANGUAGE IN SECTION 7-03-001-0015, CROSS CONNECTION CONTROL; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

E. **Consideration and Adoption of Ordinance No. 2021-11:** An Ordinance of the City of Flagstaff amending easements on McMillan Mesa with Arizona Public Service Company (APS) and US West Wireless LLC, and approving an agreement for remediation services with APS, with conditions, providing for severability, authority for clerical corrections, and establishing an effective date; and **Consideration and Approval of Land Restoration Agreement** with APS for restoration of lands affected by easement boundary changes.

Real Estate Manager Bryce Doty provided a PowerPoint presentation that covered the following:

APS EASEMENT AMENDMENT
VICINITY MAP
EXISTING EASEMENTS
VICINITY MAP
EASEMENT AMENDMENT
APPROXIMATE GATE LOCATION

Counncilmember Aslan thanked staff, leadership, and the Open Space Commission for conducting such a transparent process.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2021-11 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, APPROVING AMENDED EASEMENTS ON MCMILLAN MESA WITH ARIZONA PUBLIC SERVICE COMPANY (APS) AND US WEST WIRELESS LLC, APS, WITH CONDITIONS; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

13. COUNCIL LIAISON REPORTS

Councilmember Salas reported that the MetroPlan Board will be meeting for a strategic advance tomorrow.

Councilmember Shimoni stated that there will be a few proposals submitted coming to Council concerning alternative response models. He also reported that there is a Transportation Commission meeting tomorrow and the Indigenous Commission is meeting on Thursday.

Councilmember Aslan reported that Council was involved in a video shoot yesterday for NAU Gives Day and he looks forward to seeing how it turned out. He reported that he is looking forward to the MetroPlan strategic advance meeting tomorrow as well as a couple of upcoming meetings regarding the Rio de Flag.

14. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion about strengthening existing City programs related to business services by creating a Business One-Stop Shop (BOSS) including, but not limited to, a Business One-Stop Shop (BOSS) online portal and a Business One-Stop Shop (BOSS) service desk at the City Hall for business resources and services from start-ups to business expansions.

Councilmember Salas stated that she would like to see the city strengthen existing programs related to businesses services. She would like to have a BOSS online portal implemented to help businesses and citizens find the rules, regulations, and codes associated with starting up a small business. She would also like to see the portal help with processing business license applications along with any other necessary documents.

There were at least three members of Council in support of moving the item forward for a future discussion.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion about bolstering economic development by creating and funding a robust Workforce Development Program to expand and strengthen current workforce development efforts by the City

Councilmember Salas stated that a workforce development program will encompass cradle to career training for the current and future workforce. It is not intended to duplicate existing efforts by community partners but to create synergy for creating public private partnerships.

There were at least three members of Council in support of moving the item forward for a future discussion.

15. CITY MANAGER REPORT

A. City Manager Report

Deputy City Manager Shannon Anderson reviewed the employees celebrating their work anniversaries. She also highlighted Fire Captain Kevin Wilson who recently retired. Mr. Clifton thanked the Champions of Flagstaff for their work in pulling the recognitions together for the report.

Mr. Clifton provided a brief recap of his report.

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

Vice Mayor Daggett announced that it is Arizona Gives day and encouraged people to support Flagstaff non-profits. She also reported that the NAU Center for Service and

Volunteerism is taking nominations for various awards around the community.

Councilmember McCarthy stated that he would like to have a discussion about the Downtown Connection Center and revisit the conversation about the use of the parking area. Mr. Clifton stated that he will report back to Council on options in a few weeks.

Councilmember Salas reported that it is water conservation month and the city is offering a $10 water bill credit for those who use any of the home water check-up kits during the month of April.

Councilmember Shimoni reported that there are upcoming Rio de Flag meetings. He thanked Economic Vitality Director Heidi Hansen and the film crew at Moonshot for the NAU Gives Day video.

Mayor Deasy stated that it is water conservation month and he is participating in the Mayor's Water Challenge. He encouraged everyone to sign up at www.mywaterpledge.com and pledge to conserve water this month. He noted that he is also looking forward to the upcoming meetings about the Rio de Flag project. Lastly, he reported that KN95 masks have been distributed widely across the community.

17. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held April 6, 2021, adjourned at 7:56 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 April 6, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 20, 2021
CITY HALL 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 April 20, 2021, to order at 3:02 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 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. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and Vice Mayor Daggett 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. 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.

Anthony Garcia addressed Council regarding parking and civic space that is part of the Downtown Connection Center design.

Carrie Hoffman submitted a written comment requesting that the police department budget be defunded.

5. PROCLAMATIONS AND RECOGNITIONS

A. National Student Leadership Week

Mayor Deasy read the National Student Leadership Week Proclamation.

6. APPOINTMENTS

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

A. Consideration of Appointments: Planning and Zoning Commission.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Jim McCarthy to appoint Ricardo Guthrie to a term expiring December 2023.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Adam Shimoni to appoint Marie Jones to a term expiring December 2023.

Vote: 7 - 0 - Unanimously

B. Consideration of Appointments: Airport Commission.

Moved by Vice Mayor Becky Daggett, **seconded by** Councilmember Adam Shimoni to appoint Jose Alvarado to a term expiring October 2021.

Vote: 7 - 0 - Unanimously

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.

Staff requested that Item 7E be pulled for discussion.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to approve the Consent Agenda 7A, B, C, & D as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Approve the construction contract with Sellers and Sons, Inc. in the amount of $727,880.27 for the Huntington Waterline Replacement Project.

1. Approve the Construction Contract with Sellers and Sons Inc. in the amount of $727,880.27, and a contract time of 160-calendar days: and
2. Approve a contract allowance of $41,200.77, which is 6% of the lowest responsive, responsible bid of $686,679.50;
3. Approve Change Order Authority to the City Manager in the amount of $68,667.95 (10% of the contract amount, less allowances)
4. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of a Cooperative Purchase Contract:** To purchase one (1) 2017 Caterpillar 12M3 AWD Motor Grader from Caterpillar, Inc through a cooperative purchase contract with the City of Tucson Procurement Department #161534-01 in the amount of $228,000.00 plus sales tax $20,292.00 for a total of $248,292.00. AND To purchase one (1) 2019 Caterpillar 12M3 AWD TR Motor Grader from Caterpillar, Inc through a cooperative purchase contract with the City of Tucson Procurement Department #161534-01 in the amount of $246,500.00 plus sales tax $21,939.00 for a total of $268,439.00.

1. Approve the equipment purchase for one (1) 2017 Caterpillar 12M3 AWD Motor Grader from Caterpillar, Inc and one (1) 2019 Caterpillar 12M3 AWD Motor Grader from Caterpillar, Inc for the combined amount of $474,500.00, plus applicable taxes, for a total of $516,731.00 through cooperative purchase contract #161534.
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Final Plat** Ponderosa Parkway LLC requests Final Plat approval for Ponderosa Parkway Condominiums Unit 2—a 78-unit residential condominium subdivision at 1650 E. Ponderosa Parkway on 11.97 acres in the High Density Residential (HR) Zone.

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

D. **Consideration and Approval of Contract:** Approve the sole source purchase of a Movex electric mini-dozer from Movex Innovation, Inc. in the amount of $113,947.00 for Stormwater Section maintenance of concrete box culverts.

1. Approval of the sole source purchase of a Movex electric mini-dozer from Movex Innovation, Inc. for Stormwater Section maintenance of concrete box culverts in the amount of $113,947.00, not including tax and freight; and
2. Authorize the City Manager to execute all necessary documents.

E. **Consideration and Approval:** Environmental Infrastructure Assistance Program project requests

Mr. Solomon stated that there have been some items related to Red Gap Ranch have been added for feasibility and design for the pipeline from Red Gap Ranch to the City. Interim Water Services Director Erin Young stated that they are essential projects that are budgeted as part of the ten-year CIP and they feel that it is important that they be included in the letter seeking additional funding.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Austin Aslan to approve the submission of a list of project requests for immediate consideration under the Environmental Infrastructure Assistance program as recommended by staff.

Vote: 7 - 0 - Unanimously

8. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2021-08 and Resolution No. 2021-13:** An ordinance amending the interceptors types, capacity, location, and maintenance for the regulation of fats, oils, and grease coming into Flagstaff's water reclamation plants; and a resolution adopting the Fats, Oil, and Grease Manual.

Regulatory Compliance Section Manager Steve Camp stated that staff presented on Items 8A, 8B, 8C, 8D, and 8E a couple of weeks ago and they are available for questions.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2021-08 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING FLAGSTAFF CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 7-02, WASTEWATER REGULATIONS BY REPLACING SECTION 7-02-0001-0014 WITH NEW LANGUAGE REGULATING INTERCEPTORS; TYPES, CAPACITY, LOCATION, AND MAINTENANCE; ESTABLISHING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to adopt Ordinance No. 2021-08.

Vote: 7 - 0 - Unanimously

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2021-13.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2021-07:** An ordinance amending Flagstaff City Code Section 7-02-001-0042 regulating scavenger waste, grease haulers and scavenger waste permits.

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to read Ordinance No. 2021-07 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING FLAGSTAFF CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 7-02, WASTEWATER REGULATIONS BY REPLACING SECTION 7-02-0001-0042 WITH NEW LANGUAGE REGULATING SCAVENGER WASTE AND GREASE HAULERS, AND ADDING SECTION 7-02-0001-0042.1 WITH NEW LANGUAGE REGULATING SCAVENGER WASTE DISCHARGE PERMITS; ESTABLISHING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to adopt Ordinance No. 2021-07.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2021-10 and Resolution No. 2021-14:** An ordinance amending multiple portions Chapter 7-02 with respect to local limits for significant industrial users of the water reclamation system, and a resolution amending the Enforcement Response Plan.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2021-10 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING FLAGSTAFF CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 7-02, WASTEWATER REGULATIONS BY AMENDING 7-02-001-0002 DEFINITIONS; 7-02-001-0007 PROHIBITED SUBSTANCES; 7-02-001-0008 STANDARDS FOR DISCHARGE; 7-02-001-0010 INDUSTRIAL SELF-MONITORING; 7-02-001-0011 REPORTING REQUIREMENTS; 7-02-001-0016 INSPECTIONS AND MONITORING; 7-02-001-0018 PUBLIC NOTIFICATION, DEFINITION OF SIGNIFICANT VIOLATION; 7-02-001-0049 PERMITS REQUIRED FOR INDUSTRIAL USERS; 7-02-001-0050 INDUSTRIAL USER PERMITS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2021-10.

Vote: 7 - 0 - Unanimously

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2021-14.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Ordinance No. 2021-09:** An ordinance amending Section 7-03-001-0015 related to City Water Systems Cross Connection Control

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to read Ordinance No. 2021-09 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING FLAGSTAFF CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 7-03, CITY WATER SYSTEM REGULATIONS BY AMENDING THE LANGUAGE IN SECTION 7-03-001-0015, CROSS CONNECTION CONTROL; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to adopt Ordinance No. 2021-09.

Vote: 7 - 0 - Unanimously

E. **Consideration and Adoption of Ordinance No. 2021-11:** An Ordinance of the City of Flagstaff amending easements on McMillan Mesa with Arizona Public Service Company (APS) and US West Wireless LLC, and approving an agreement for remediation services with APS, with conditions, providing for severability, authority for clerical corrections, and establishing an effective date; and **Consideration and Approval of Land Restoration Agreement** with APS for restoration of lands affected by easement boundary changes.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2021-11 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, APPROVING AMENDED EASEMENTS ON MCMILLAN MESA WITH ARIZONA PUBLIC SERVICE COMPANY (APS) AND US WEST WIRELESS LLC, APS, WITH CONDITIONS; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to adopt Ordinance No. 2021-11.

Vote: 7 - 0 - Unanimously

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to approve the Land Restoration Agreement with APS for restoration of lands affected by easement boundary changes.

Vote: 7 - 0 - Unanimously

F. **Consideration and Approval of Lease Amendment:** Lease No: GS-09B-LAZ00170 to issue a Notice to Proceed and provide lump sum payment procedures, to provide underground fiber and conduit installation, for the United States Geological Survey (USGS) facilities located at 2255 North Gemini Drive, Flagstaff, AZ 86001

IT Manager Paul Santana provided a brief overview of the amendment and project agreement.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the Lease Amendment No 1 to incorporate the Section 7.02 - Notice to Proceed - Underground Conduit Installation.

Vote: 7 - 0 - Unanimously

G. **Consideration and Approval of Contract:** Approval of a cooperative purchase contract with Aspen Communications for the completion of underground conduit and fiber installation at United States Geological Survey (USGS) Building 6 located at 2255 North Gemini Drive, Flagstaff, AZ 86001.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to approve the agreement with Aspen Communications to provide underground conduit and fiber installation work at the USGS Building 6, in the amount of $238,676.84; and authorize the City Manager to execute all necessary documents.

Vote: 7 - 0 - Unanimously

9. REGULAR AGENDA

A. **Consideration and Approval of Contract:** Red Gap Ranch Grazing Lease with Bar T Bar (-T-) Ranch in the amount of $50,408.

Water Services Operations Section Director Mark Richardson provided a PowerPoint presentation that covered the following:

RED GAP RANCH GRAZING LEASE
LOCATION OF RED GAP RANCH
LOCATED APPROXIMATELY 30 MILES EAST OF FLAGSTAFF
HISTORY OF RED GAP RANCH
US DEPARTMENT OF AGRICULTURE
ENVIRONMENTAL QUALITY INCENTIVE
CROSS FENCING
INVITATION FOR BID (IFB)
PROPOSED GRAZING OPERATOR

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to approve the Grazing Lease with Bar T Bar (-T-) Ranch and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

B. **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).

Councilmember Salas asked if one-on-one meetings were held with the neighborhood associations. Housing and Grants Administrator Kristine Pavlik stated that one-on-one meetings were not held but there were public meetings that were open to participate. Councilmember Salas expressed concern that the neighborhood associations were not met with directly. Councilmember Shimoni agreed and asked if it would be possible to delay things to allow an opportunity to meet with them.

Housing Manager Justyna Costa explained that the public outreach process conducted for the plans was extremely intensive and they feel comfortable in saying that every member of the public had the opportunity to comment and participate. There were many focus groups and a lengthy comment period and while there was no direct one-on-one meeting with the neighborhood associations, they are part of the outreach notification groups and were notified of all the opportunities to participate. There is a hesitation in delaying the process because the preparation time to prepare the documents is quite lengthy.

Council stated that additional outreach should be done in order to ensure transparency and accountability.

Moved by Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to postpone Item 9B to the May 4, 2021 Council Meeting.

Vote: 6 - 1

NAY: Councilmember Jim McCarthy

C. **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.

Interim Planning Director Alaxandra Pucciarelli stated that the applicant requested a continuance of two weeks.

Written comments supporting the rezone were submitted by Colleen Gest and Tyler Denham.

A written comment in opposition to the rezone was submitted by Uri Farkas.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to postpone Item 9C to the May 4, 2021 Council Meeting.

Vote: 7 - 0 - Unanimously

A break was held from 4:16 p.m. through 4:26 p.m.

10. COUNCIL LIAISON REPORTS

Vice Mayor Daggett reported that the Housing Commission remains busy with all six sub-groups meeting regularly. The draft plan is coming up for public input beginning in May and will hopefully be before Council in September. She encouraged the public to get involved and provide input on the draft plan.

Councilmember McCarthy reported that the federal lobbying meetings were quite productive. Mayor Deasy agreed.

Councilmember Salas reported that the Airport Commission had been discussing that the fixed based fuel operator is back to pre-covid numbers thanks to increasing clientele in private and corporate aircraft flying. They also discussed the draft Carbon Neutrality Plan and the airport parking lot. She also reported that she attended the Parks and Recreation Commission where they continue to review the old master plan and discuss necessary updates.

Councilmember Shimoni reported that the Indigenous Commission recently met and discussed climate and climate change. He also stated that the CJCC had been working on a possible retreat and there is talk of a joint-funded position with the City and County.

11. 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 requesting the "closure of Woody Way to cut through traffic allowing emergency access only"

Brianne Hall addressed Council asking that they close Woody Way. There has been increased traffic, speeding, and noise and it is a public safety issue as there are a lot of children in the area.

The following individuals addressed Council with regard to the closure of Woody Way:

- Jason Corbett
- Garett Hall
- Clifford Swaby
- Jason Nackard

The following comments were received:

- There has been an incredible increase in traffic and speed.
- Prior to Woody Way being open, the street was very quiet.
- The area needs to have a traffic study done.
- The road should be closed to minimize car trips through the area.
- Closing the road could encourage more bike riding and carpooling.
- Having the road open provides no benefit to the neighborhood.

- The streets are narrow with little room to navigate around unruly drivers.
- People in the neighborhood are fed up with the speeding vehicles.

Written comments in support of the citizen's petition were submitted by the following:

- Robert Hart
- Jason Nackard

Written comments in opposition to the citizen's petition were submitted by the following:

- Kendra Garland
- Scott Courtright
- Allen Pogue
- Crystal Graziano
- Diane DiResto
- Mindy Riesenberg
- Maria Wagoner

Councilmember McCarthy stated that he would be supportive of having a discussion on the matter. He asked for staff to verify that the opening of Woody Way was included as a provision in the Presidio development agreement.

Councilmember Shimoni stated that there is reckless driving all over town and that this is not an isolated incident. He expressed concern about moving the item forward because it could create issues about what communities are given priority in dealing with reckless driving. He recognizes the issue but would be more supportive of a conversation about reckless driving in the community as a whole.

Vice Mayor Daggett stated that she would like to have staff present ideas for traffic calming rather than closing the road.

Councilmember Aslan stated that he would also be interested in learning about possible solutions for the situation. The community brought forward an issue and he is interested in helping to find a solution. A larger conversation is not needed and the city needs to be receptive to other neighborhoods that bring forward traffic concerns.

Mayor Deasy noted that the petition requests closure and he believes that a solution can be identified administratively. He is not interested in moving it forward as a FAIR to close the road but rather to have staff identify possible solutions.

Council agreed and there was no support to move the item forward to a future agenda. A majority of Council gave direction for staff to identify mitigation strategies for the area.

12. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton provided a brief review of his report.

Councilmember Shimoni noted that the Board and Commission newsletter is a great addition. He offered gratitude to Ms. Young for stepping in and filling the Interim Water Services Director position. He requested that additional outreach be done to the circus event at the mall to see if they would be willing to use the mask up messaging that has been created. Lastly, he asked if information could be provided to Council about the capital projects that are not currently progressing but are still in the pipeline to move forward.

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

Councilmember Sweet reported that Earth Day is April 22, 2021 and she is looking forward to participating.

Councilmember Shimoni noted that there is an upcoming Joint City/County meeting on April 26, 2021 and that the Budget Retreat is on Thursday and Friday. He encouraged the public to look at the Priority Based Budgeting information on the city website to get more information about the budgeting process.

Councilmember Salas noted that it is National Park week and encouraged people to go and visit the national parks.

Councilmember Aslan also mentioned National Park week and noted some of the national parks near Flagstaff. He also stated that Pokemon Go is hosting a Sustainability Week and the City's Sustainability Section provided some resources for players who are looking to participate.

Vice Mayor Daggett reminded everyone that anyone aged 16 and older can be vaccinated at the state clinic at NAU. She encouraged everyone to be vaccinated.

Mayor Deasy stated that there has been a lot of recent interest in the Police Department budget; he stated that he would like to have the police budget discussed as a single matter rather than combining it with the overall budget discussion. He will be calling a Special Meeting next week to discuss and will work with the City Clerk to schedule.

14. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held April 20, 2021, adjourned at 5:37 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 April 20, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

CITY COUNCIL BUDGET RETREAT
THURSDAY - FRIDAY
APRIL 22 - 23, 2021
CITY HALL STAFF CONFERENCE ROOM
211 WEST ASPEN AVENUE
8:30 A.M.

MINUTES

1. Call to Order

Mayor Deasy called the meeting of the Flagstaff City Council held April 22, 2021, to order at 8:35 a.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. City Council FY 2021-22 Budget Retreat

Mr. Clifton offered a welcome statement and introduced Nicole Lance with Lance Strategies who facilitated the Retreat.

Ms. Lance began the PowerPoint presentation that covered the following:

WELCOME AND OVERVIEW
RETREAT PROTOCOL
FULL AGENDA REQUIRES…
ENERGY & ATTENTION
EFFECTIVE FACILITATION FRAMEWORK
POLARITIES

Management Services Director Rick Tadder continued the presentation.

BUDGET OVERVIEW
BUDGET DOCUMENT COMPONENTS
TRANSMITTAL
BUDGET OVERVIEW SECTION
BUDGET OVERVIEW
CURRENT/EMERGING ISSUES
AGENDA

Finance Director Brandi Suda continued the presentation

BUDGET TIMELINE AND APPROACH
BUDGET TIMELINE
BUDGET APPROACH: ORIGINAL FOCUS
PRIORITY BASED BUDGETING IN DIVISION REVIEWS
CLIMATE ACTION AND ADAPTATION
COLOR OF MONEY

Mr. Tadder continued the presentation.

REVENUE UPDATE
REVENUE UPDATE – GENERAL FUND
REVENUE UPDATE – SPECIAL REVENUE
REVENUE UPDATE – ENTERPRISE
REVENUE UPDATE – FORECAST FOR FY 2021-2022

Mr. Clifton continued the presentation.

RECESSION PLAN UPDATE

Mayor Deasy thanked Mr. Clifton for his leadership and guidance on the development of the recession plan. He voiced his support for moving to the minor phase of the plan.

Council expressed gratitude for the development of the recession plan to protect continuity of operations and fiscal health. The Council was supportive of moving to the minor phase of the plan.

A break was held from 9:47 a.m. through 10:00 a.m.

Mr. Tadder continued the presentation.

PUBLIC SAFETY PENSION UPDATE
RESULTS
CONTINGENCY RESERVE POLICY
ANNUAL PENSION POLICY UPDATE
STAFF RECOMMENDATIONS

Council gave direction to move forward with the staff recommendations.

EAC Co-Chair Jared Wotasik continued the presentation.

EMPLOYEE ADVISORY COMMITTEE
EAC BUDGET RECOMMENDATIONS

Human Resources Director Jeanie Gallagher continued the presentation.

COMPENSATION AND BENEFITS
ONE-TIME TO ONGOING POSITIONS
STAFFING INCREASES
STAFFING HISTORY (FULL-TIME EQUIVALENTS)
FY 2021-2022 PROPOSED BUDGET BY CATEGORY
RETENTION TRENDS – TURNOVER COMPARISONS
RETENTION TRENDS – EXIT INTERVIEW SUMMARY
ATTRACTION TRENDS
BENEFIT RECOMMENDATIONS
COMPENSATION RECOMMENDATIONS
COMPENSATION BUDGET

Ms. Suda continued the presentation.

NEW BUDGET APPROPRIATIONS
TOTAL BUDGET REQUESTS
SUMMARY – GENERAL FUND
PERSONNEL – GENERAL FUND
APPROVED REQUESTS – ALL FUNDS
APPROVED REQUESTS BY QUARTILE

A break was held from 11:15 a.m. through 11:50 a.m.

Mr. Clifton, Public Affairs Director Jessica Drum, City Clerk Stacy Saltzburg, and Sustainability Director Nicole Antonopoulos continued the presentation.

DIVISION UPDATES
KEY COMMUNITY PRIORITIES
CITY MANAGER
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

Ms. Gallagher continued the presentation.

HUMAN RESOURCES
HIGHLIGHTS OF APPROVED BUDGET REQUESTS

KEY COMMUNITY PRIORITIES

IT Director CJ Perry continued the presentation.

INFORMATION TECHNOLOGY
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

Council discussed possible opportunities for grant funding to further leverage city funds for broadband infrastructure.

Mr. Solomon continued the presentation.

CITY ATTORNEY
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

Court Administrator Jessica Cortes continued the presentation.

MUNICIPAL COURT
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

Mr. Tadder continued the presentation.

MANAGEMENT SERVICES
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

A break was held from 1:21 p.m. through 1:37 p.m.

Fire Chief Mark Gaillard continued the presentation.

FIRE DEPARTMENT
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

Vice Mayor Daggett asked if wildland fire is included in the fire suppression budget. Deputy Fire Chief Mark Wilson stated that the fire suppression budget does include some funding for wildfire equipment as well as new general equipment.

Councilmember McCarthy asked if the draft budget includes any increases in funding for EMTs. Deputy Chief Wilson stated that there is no additional funding for paramedic pay for this year. Councilmember McCarthy asked if there is adequate coverage in Flagstaff. Deputy Chief Wilson stated that it has been their goal to make sure paramedic coverage can be provided at all times; at least three more paramedic stipends are needed to fully accomplish that.

Councilmembers McCarthy, Shimoni, and Aslan requested that paramedic pay be added to the parking lot list for discussion later in the retreat.

Police Chief Dan Musselman continued the presentation.

POLICE DEPARTMENT
HIGHLIGHTS OF APPROVED BUDGET REQUESTS

KEY COMMUNITY PRIORITIES

Vice Mayor Daggett asked about the Police Aide positions. Chief Musselman explained that the Police Aides are non-sworn employees that operate similar to an officer but respond where a police officer is not needed such as for funeral escorts, barking dogs, parking enforcement, private property matters, and street closures. They do carry equipment but no firearms. The hope is to bring them in and hire them as an officer once they come of age.

Councilmember McCarthy asked about the turnover rate. Chief Musselman stated that it is not very good at the moment; there are currently 13 vacancies. Not many people are interested in police work at this time and many agencies are struggling to find officers. The other challenge is that officers are leaving for other agencies that pay more, offer better benefits, and are located in areas that have cheaper housing.

Councilmember Shimoni stated that the issue speaks to the need to have conversations about how and when police are responding to various calls. Officers have been responsible for everything and it is time to look at alternate response models to ease the burden on officers. Mr. Clifton stated that the discussion is forth coming at the Special Meeting slated for April 26, 2021.

Councilmember Salas asked if the draft budget includes any funding for the weed and seed program that was reduced in previous years along with community policing, block watch programs, and neighborhood meetings. Chief Musselman stated that there is funding for weed and seed, but they do have officers in those programs due to the challenges in staffing. He noted that most of the community policing initiatives are currently operating.

Councilmember Salas stated that she would like to add strengthening community policing, quarterly neighborhood meetings, weed and seed, and the citizen police academy to the parking lot list for later discussion.

Community Development Director Dan Folke continued the presentation.

COMMUNITY DEVELOPMENT
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

Councilmember Salas asked about any projects in the pipeline that would serve the three targeted neighborhoods of La Plaza Vieja, Southside, and Sunnyside. Mr. Clifton stated that there is work in play for improvements at the Joel Montalvo Park area. Comprehensive and Neighborhood Planning Manager Sara Dechter offered that she will be reviewing accomplishments and projects with the annual report to Council on the neighborhood specific plans.

Public Works Director Andy Bertelsen continued the presentation.

PUBLIC WORKS
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

Vice Mayor Daggett asked what is considered the westside park and also asked if dog waste bags will be put back in the parks. Mr. Bertelsen stated that the westside park is located by Boulder Point and has been in the works for a few years. Parks Manager Amy Hagin stated that there are a few select locations where dog waste bags are available. The bags were removed about eight years ago due to littering that occurring. It is something that could be

reinstituted with a strong outreach campaign.

Economic Vitality Director Heidi Hansen continued the presentation.

ECONOMIC VITALITY
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

Councilmember Salas requested that the business one stop shop program and workforce development program be added to the parking lot for later discussion.

A break was held from 3:08 p.m. through 3:23 p.m.

Interim Water Services Director Erin Young continued the presentation.

WATER SERVICES
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

City Engineer Rick Barrett continued the presentation.

ENGINEERING AND CAPITAL IMPROVEMENTS
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

Mr. Tadder concluded the presentation.

NON-DEPARTMENTAL
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
KEY COMMUNITY PRIORITIES

A break was held from 4:08 p.m. through 4:14 p.m.

Mr. Clifton offered closing remarks for Day One of the Budget Retreat. He thanked Council and staff for their hard work in preparing for and carrying out the retreat. The retreat will resume tomorrow.

5. Adjournment

The Budget Retreat of the Flagstaff City Council held April 22, 2021, adjourned at 4:24 p.m. and reconvened at 8:30 a.m. on April 23, 2021.

6. Call to Order

Mayor Deasy called the meeting of the Flagstaff City Council held April 23, 2021, to order at 8:34 a.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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§38-431.03(A)(3).

7. 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.

8. 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

9. City Council FY 2021-22 Budget Retreat (continued)

Ms. Lance welcomed the Council and staff back for the second day of the retreat. She turned the time over to Capital Improvements Director Bret Peterson who provided a PowerPoint presentation that covered the following:

CAPITAL IMPROVEMENT PROGRAM
GENERAL GOVERNMENT
STREETS/TRANSPORTATION
BBB
WATER SERVICES
DRINKING WATER
WASTEWATER
RECLAIMED WATER
STORMWATER
SOLID WASTE
AIRPORT

Councilmember Shimoni asked if there were any plans yet for the million dollars set aside for protected bike lanes. Multi-Modal Transportation Manager Martin Ince stated that there is a detailed list of projects that have evaluated. Bike lanes are a bit more complicated; they include a number of components and options so they are a little behind in costing the projects out. They are working on it and hope to have something for Council to consider soon.

A break was held from 9:53 a.m. through 10:05 a.m.

Mr. Tadder continued the presentation.

FEDERAL RELIEF FUNDING
CARES
FEDERAL RELIEF
AMERICAN RESCUE PLAN ACT(ARPA)
GENERAL FUND REVENUE LOSS – THROUGH 6/30/2021

Council discussed downtown parking and the development of a parking structure. They discussed the parking that will be available with the partnership with Flagstaff Senior Living as well as parking availability at the old courthouse site.

Mayor Deasy expressed a heavy interest in utilizing ARPA funding for broadband infrastructure and moving the master plan forward. IT Director CJ Perry stated that much of the plan is focusing on grants. The approximate total build is around $15 million, and funding would be needed for grant matching. Mayor Deasy stated that he would like for Council to consider a match for grant funds and if it is not used then it could be reallocated elsewhere.

Vice Mayor Daggett asked about the funding that is available for eviction prevention. Housing Director Sarah Darr stated that the City of Flagstaff is too small to receive a direct allocation of CARES funding but there is a program handled out of DES that staff is helping people apply. There is a lot of funding available and they are trying to get a handle on the number of pending evictions. With moving the expiration of the moratorium, it looks like more and more people are catching up rather than falling more behind. Staff is working hard to get information out to the community and connect people to the available resources.

Vice Mayor Daggett stated that she would like to see the City assist Flagstaff Shelter Services with their issue regarding reimbursement from FEMA.

Councilmember Shimoni asked about funding for rapid rehousing. Ms. Darr explained that there is funding for rapid rehousing but the challenge is that it is difficult to find rental housing, there are just not enough units and many of the people have poor credit, substance abuse issues, and past criminal histories which makes it even more difficult to find housing in such a tight market.

Mr. Tadder stated that staff is still waiting on direction from the U.S. Treasury on what the ARPA funds can be spent on. Staff is looking to Council for ideas and concepts to help guide staff in developing considerations for funding.

Councilmember Shimoni stated that he would like to see money put aside for rapid rehousing. He is also supportive of assisting Flagstaff Shelter Services in their reimbursement needs. He would like to see additional funding for the video budget and he would like additional information on broadband infrastructure before weighing in.

Councilmember Aslan stated that he recognizes the overall need for broadband but he needs more information and would like to focus on housing.

Councilmember Sweet expressed her desire to see funding assigned to supporting small businesses and non-profits who struggled through the past year. She is also supportive of assisting Flagstaff Shelter Services. She indicated that she is open to looking further into broadband infrastructure.

Councilmember McCarthy stated that he is supportive of the recommendations from the Budget

Team. He is supportive of fee waivers for event organizers and assisting Flagstaff Shelter Services. He stated that he is not ready to commit to broadband until the costs are fully vetted and justified to Council although he is supportive of matching grant funds that may present themselves. He also stated that funding should focus on housing.

Mayor Deasy expressed support for assistance to Flagstaff Shelter Services and stated that the County should also be providing assistance to fund the deficit.

Councilmember Salas stated that she supports additional funding for Flagstaff Shelter Services, small business empowerment including microgrants and entrepreneurial training, local nonprofits, and social infrastructure. She is also supportive of broadband infrastructure and allocating funding support for it.

Mr. Tadder thanked Council for their input and indicated that this will help guide future conversations once more is known from the Treasury.

Deputy City Manager Shannon Anderson continued the presentation.

2022 POTENTIAL BOND BALLOT MEASURES
AGENDA
PROCESS

Mr. Tadder continued the presentation.

GENERAL OBLIGATION BONDS
SECONDARY PROPERTY TAX
BONDING FOR CAPITAL COSTS VERSUS OPERATIONAL COSTS
GENERAL OBLIGATION BOND QUESTIONS
LEGAL LIMITS – STATE STATUTE/ASSESSED VALUATIONS
POLICY LIMITS – CITY IMPOSED
SECONDARY PROPERTY TAX RATE CAPACITY
POTENTIAL BOND PROJECTS

Ms. Darr continued the presentation.

HOUSING
2020 HOUSING COMMISSION RECOMMENDATIONS
2021 HAPPENINGS

Sustainability Director Nicole Antonopoulos continued the presentation.

CLIMATE ACTION

Councilmembers Aslan and Shimoni expressed interest in the possibility of a green bond to assist with continuing the city’s efforts toward carbon neutrality by 2050 along with the implementation of the Climate Action and Adaptation Plan.

Fire Chief Mark Gaillard continued the presentation.

PUBLIC SAFETY

Public Works Streets Director Scott Overton continued the presentation.

FACILITIES: PUBLIC SAFETY

FACILITIES: CORE SERVICES

Ms. Anderson continued the presentation.

ALTERNATE RESPONSE MODEL

Parks and Recreation Director Rebecca Sayers continued the presentation.

PARKS, RECREATION AND OPEN SPACE

Mr. Perry continued the presentation.

BROADBAND
LIST OF PROJECTS

A break was held from 12:18 p.m. through 12:35 p.m.

Ms. Anderson continued the presentation.

COUNCIL DIRECTION
AREAS OF FOCUS

Council expressed support and openness for possible bond measures in 2022 but would like more specific information before making a recommendation on what items to carry forward.

Vice Mayor Daggett noted housing, climate action, and parks, recreation, and open space.

Councilmember Aslan offered climate action bond, housing, facilities for core services, and alternate response model.

Councilmember Sweet stated housing, climate action, alternate response, and parks, recreation, and open space.

Councilmember McCarthy offered climate action, public safety equipment and facilities, alternate response, and housing.

Councilmember Shimoni stated housing, climate action, parks, recreation, and open space, and alternate response.

Mayor Deasy stated that he is interested in only two measures to avoid voter fatigue and stated his top two are housing and climate action, and then followed by broadband and alternate response.

Ms. Anderson continued the presentation.

BOND COMMITTEE OR CITY STAFF

Council expressed support for a bond committee or task force.

Mr. Tadder continued the presentation.

RECREATIONAL MARIJUANA SALES AND EXCISE TAX
SALES TAX
STATE SHARED EXCISE TAX (16%)

Ms. Anderson continued the presentation.

PUBLIC SAFETY ALTERNATIVE RESPONSE MODEL
CRIMINAL JUSTICE COORDINATING COUNCIL (CJCC)
CJCC COORDINATOR
SAFE HARBOR FACILITY
ALTERNATE RESPONSE TEAM
2020 STATISTICS: CALLS FOR SERVICES
ALTERNATE RESPONSE MODEL
ALTERNATE RESPONSE SERVICES
ALTERNATE RESPONSE PROCESS
MOBILE RESPONSE UNIT
CARE CENTER
FUNDING OPTIONS

Council briefly discussed the alternate response model and expressed support to continue on the path forward.

PUBLIC PARTICIPATION

Tyler Denham addressed Council with concerns about the large amount of funding for road widening; it only encourages more people to drive. He asked for the Council to consider adding bike lanes instead of expanding roads.

Joe Galli addressed Council stating the ARPA funds should be used to support small businesses and non-profits. He requested that the Chamber be involved in discussions about possible bonding questions on the ballot.

Joanna Wheaton and Emily Davalos addressed Council requesting that they defund the Police Department by 55%.

Written comments requesting Council defund the police department budget were submitted by the following:

- Sean Parson
- Nickolas Birner
- Matt Dupont
- Claire Hrdi
- Virgil Clark

Written comments requesting Council maintain the police department budget were submitted by the following:

- Deborah Lewis
- Tanya Holliday
- Jamie Turley
- Dillin Hatch
- Callie Hatch
- J.D. Paxton
- Bridget Linn
- JJ Veale
- Jennifer Chastant
- Shelly O'Connell
- Charles Hernandez

- Ben Shantz
- Scott Lasley
- Kassandra Greyson
- Jeannie Brandis

A break was held from 2:02 p.m. through 2:28 p.m.

Mr. Tadder concluded the presentation and turned the time over to Council for discussion and direction.

COUNCIL PARKING LOT (ADDS/DELETES)

Following discussion, Council agreed to the following adds to the budget:

Description	One-Time	Ongoing
Available Balance – Beginning	$ 376,999	$ 392,449
Adds:		
Paramedic Pay (3)	0	22,400
Business One-Stop Shop (BOSS) Program	75,000	0
Broadband Grant Match	150,000	0
Videography	15,000	0
CJCC Position	0	44,670
Alternate Response Unit	65,000	776,000
Available Balance – Ending	$ 71,999	$ (450,621)

Mr. Clifton concluded the retreat stating that there had been good discussion and good input on the budget. The Budget Team will reconvene to identify options to address the shortfall in the budget for the Alternate Response Unit.

10. Adjournment

The City Council Budget Retreat held April 23, 2021, adjourned at 4:38 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL SPECIAL MEETING
MONDAY, APRIL 26, 2021
CITY HALL STAFF CONFERENCE ROOM
211 WEST ASPEN
5:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Special Meeting of the Flagstaff City Council held April 26, 2021, to order at 5:01 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 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 (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. Consider and approve this Special Meeting agenda as posted.

Moved by Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to approve the Special Meeting agenda as posted.

Vote: 7 - 0 - Unanimously

5. Budgeting and Operational Considerations for Policing and Social Service Alternatives

Mayor Deasy thanked Council for the opportunity to have the discussion. He stated that there is no formal presentation for the topic, rather it is a way to open the dialogue with the community for them to voice their opinion.

Mr. Clifton stated that staff included materials in the agenda packet that provide a timeline presentations from last year, along with the presentation materials that were provided by staff in response to the FAIR items.

The following individuals addressed Council asking for the Police Department budget to be reduced or defunded:

- Victoria Monsaint–Queeney
- Harper Rowan
- Joanna Wheaton
- Steve Eberly
- Sarah Andrews
- Jasmine Mueller-Hsia
- Whitney Holeva-Eklund
- Kyle Nitschke
- Erin Hiebert
- Emily Davalos
- Mandy Gebler
- Lydia Bailey
- Summer White
- Kelly Wilson
- Hannah Lee
- John Viktora
- Rachel Russ
- Jessi Quizar
- Yisha Ng
- Nina Porter
- Dr. Michael Caulkins
- Barry Bertani
- Sarah-Grace Crocco
- Deirdre Conroy
- Darrell Marks
- Morgan Murray
- Nora Timmerman
- Carmenlita Chief
- Linda Bianciotto
- Christi Weigand

The following comments were received:

- The police harass unsheltered people.

- Only 3.5% of arrests are related to violent crimes.
- Support defunding the police budget by 55%.
- Reallocate funds to affordable housing and education.
- Flagstaff citizens can govern themselves.
- Allocate funding to other priorities.
- Flagstaff is not immune from negative police experiences.
- Flagstaff needs housing, not handcuffs.
- There is a nationwide pattern of violence against black and brown people.
- Flagstaff has a shoot and kill rate two times higher than the national average.
- Community centers could be developed with funding from the police department.
- Reduce the budget a move toward alternate response models.
- Funding of the police department does not solve the underlying issues.
- Homelessness and social inequities suppress the most vulnerable in the community; fund social services instead of pushing them into the criminal justice system.
- Flagstaff criminalizes homelessness.
- The police have the impression that there will be less support if defunded, that is not true, it means they would have less calls to attend to.
- Police do not stop crime, they only respond.
- Reallocate funding to better housing options, mental health intervention, and substance abuse support.
- Tyler Stewart would still be alive if there had been a defunding because there would have been a mental health intervention.
- Defund and consider models in other cities that use unarmed social workers.
- There are better models to take pressure off police who are not trained to respond to mental health emergencies.
- People armed with fatal weapons does not make the community safer.
- Invest in prevention instead of punishment.

A break was held from 7:20 p.m. through 7:30 p.m.

The following individuals addressed Council in opposition to defunding or reducing the Police Department budget:

- Jennifer Brown
- Thomas Bianciotto
- Michael Oliver
- George Holberg
- Steve Finch
- Justin Youngman
- Destiney Evans
- Dixie Callan
- Gwin Filleman
- Laryssa George
- Anthony Garcia
- Sheena White
- Susana Tovalin
- Rachel Bellar
- Michael Rhodes
- Morgan Mo
- Erin Marostica
- Jerry Whalen
- Ann Ingram
- Debbie Eberhardt
- Tyson Oliver

The following comments were received:

- Flag Stats provides skewed and inaccurate information.
- Reduced funding jeopardizes citizen safety.
- By defunding, we would destroy all we have worked for to have a professional department.
- Defunding will drive away good cops who truly love our community; they deserve way more.
- There is more work to do but dismantling police funding is a misguided concept that has been hoisted upon our society.
- Nearly all incidents are a result of non-compliance, perhaps more public outreach that emphasizes compliance.
- The department is already severely limited, there is no need to defund, if anything give more funding for training and recruiting quality officers.
- Defunding will take back up response away from officers.
- Officers will quit and the community will suffer even more.
- The Flagstaff Police Department has nothing but the utmost respect for their community.
- Without officers we would have complete chaos.
- This is the worst time ever to even consider defunding.
- Things can be done better on both sides, defunding is not the answer.
- Increase funding to for competitive pay, increased training, and more tools and resources to keep them and the community safe.
- The police use discretion and it is the type of discretion that is needed.
- More resources for mental health and alternate response is great, just not at the expense of the police department.
- The Flagstaff Police Department is an asset to the community.

Written comments in support of defunding or reducing the Police Department budget were submitted by the following:

- Deirdre Conroy
- Meredith Brown
- Kurt Eklund
- Abigail Gripman
- Mandy Gebler
- Ben Rosenstein
- Eric Dovigi
- Matthew DuPont
- Claire Hardi
- Nicole Cuaz

Written comments in opposition of defunding or reducing the Police Department budget were submitted by the following:

- Lisa Fozz
- Amber Abbott-Farr
- Jamie Bellar
- Bill and Pamela Ashland
- Nik Christian
- Alan St. Germain
- Mike Dunn
- Sharon Sifling
- Nicole Rupe
- Heather Valenzuela
- Kris Dee Faith
- Dave and Linda Seitz
- Matt Hill

- Patrick Ahern
- Karen Butterfield
- Janet Wessels
- Tanner Callan
- Ann Ingram
- Michael Hays
- Jo OConnell
- Barbara and John Church
- Carolyn Potter
- Shalome Almueti
- Beau Wilson
- Elizabeth Mccassalin
- Brenda Silveus
- Gail Van Deurzen
- Joshua Wear
- Rebecca Cullum
- Marilyn Overend
- Rick Lopez
- Patty Williams
- Alfredo Villa
- Lori
- Kortney Stock
- Clint and Gillian Bleeker
- Rebekah Zink
- Julie Smith
- Doug Townsend
- Kaylee Sandall
- Dr. Sarica Cernohous
- Ben Heap
- Jennifer Prior
- Stephen Randazzo
- Jana Hester
- Larry and Patty Gibbs
- Kellianne Fox
- Michelle Boyer
- Dr. Jay Laura
- Rachel Williams
- Neal Kenmore
- Manuel Martinez
- Levi and Elizabeth Brooks
- Steven and Lindsey Strum
- Cooper Heap
- Kathryn Heap
- Rylie Hatch
- Kristi Hatch
- Eric Carlson
- Sherry Phillips
- Jennifer Graff
- Kevin Plotz
- Rachel Worley
- Dave and Linda Seitz
- Scot and Anita Porter
- John Tewes
- Jennifer Frank

- Doug Hatch
- Kevin Treadway
- Andy Caird
- Todd Martinet

Mayor Deasy stated that police are overworked, and he would like to see police responding to less calls. The Council took the first step in funding an alternate response model, but it is not enough to reduce the calls to the police department. He would like to see a system created where behavioral health specialists respond to behavioral health calls.

Councilmember Aslan stated the police will continue to be on hand and available nearby even when there is an alternate response model up and running. Officers will also continue to be on hand during fire and medical department calls so they can focus on the patient and not on the surrounding scene. He is supportive of continuing the conversation about alternate response models, but it is an evolution that needs a local focus. There needs to be an evaluation of the success of these programs in the community before any drastic measures are taken. The Flagstaff Police Department is already understaffed, under paid, and they are losing officers to other higher paying municipalities. Better resources are needed for the department and he is not interested in defunding.

Councilmember Salas stated that the purpose of law enforcement is to promote public safety and uphold the rule of law so individual liberty can flourish. She is opposed to any reduction in funding or services from the police department. She believes that community policing programs such as Block Watch and Weed and Seed should be reinstated and properly funded. Reducing funding for the Police Department is not the solution to achieving the change that is sought by concerned and frustrated members of the community in response to their concerns over rogue police actions outside Flagstaff.

She stated that the issues in the criminal justice system extend beyond the behavior of police officers. Over the years, reductions in state and federal budgets have slashed funding for mental health services, homelessness, substance abuse and recovery services; offender re-entry programs; educational and vocational training opportunities; and programs that promote economic improvement. Police officers have had to fill this void placing them in difficult situations. There is a need to provide additional resources to social services, education, housing, and mental health services. Fulfilling these needs should not come at the expense of police funding, but rather, provide additional resources given to these areas, and seek funding support from state and federal agencies.

Councilmember Shimoni stated that there is a large population who are disenfranchised from government and it is Council's responsibility to represent them too. The relationship with Flagstaff's indigenous neighbors and people of color has been damaged. There have been promising discussions about funding the alternative response model but there is just not enough funding available and the police budget is not immune to the conversation. Housing is a big issue and it is a better investment to put people into housing rather than spending so much on responding to their crimes time after time. More tools are needed to address community issues.

One of the things he would like to see addressed is the level of service. There are a lot of calls that officers are responding to that are not high priority and other agencies do not respond to similar types of calls. For the wellbeing of officers there needs to be a discussion about reducing the level of service on non-emergency calls. He would also like to address issues at their core rather than continuing to invest in more policing. He feels that having a community response team that can respond to calls rather than police can get people connected to services rather than putting them into the criminal justice system. He is open to a diversion and reallocation of funds; 10% could go a long way in funding solutions.

Councilmember Sweet stated that the Police Department needs additional resources and an alternate response model; they also need a morale boost and help bridging the staffing gap. Funding for those things does not come at the expense of the police, funding should be provided but it needs to be found elsewhere.

Vice Mayor Daggett stated that she is eager to see what an alternate response model can accomplish; responding to calls with compassion, providing access to social services and housing, and keeping people out of the criminal justice system are all good things. Working to address the housing issue is critical, as is mental health care. Not everyone is treated with the same level of respect or equity and that is a community wide problem that needs to be addressed. She stated that she would like to have staff come forward with funding options to consider and discuss.

Councilmember McCarthy stated that it is a polarized issue. He supports the alternate response model and providing funding, but he does not support defunding the Police Department as a mechanism to do so. He is not comfortable with reducing levels of service.

Mr. Clifton stated that the alternate response model has been evaluated, discussed, and vetted by many groups. The pursuit of this was prompted by a well-articulated need independent of the defunding the police discussion. A program will take time to mature and many things cannot be implemented on day one. Things will evolve over time and it will take time, growth, and revision. The funding resources are proposed to be derived from multiple sources including the general fund, the recreational marijuana tax revenues, as well as some COVID relief funding.

Management Services Director Rick Tadder presented a brief PowerPoint presentation on the budget proposal for the alternate response model.

ALTERNATE RESPONSE FOLLOW-UP
FUNDING OF ALTERNATE RESPONSE UNIT

Mayor Deasy stated that even with the identified funding they are still not taking the weight off police officers nor taking any calls away from them. Right now, the department is understaffed by 13 positions and ten officers are interviewing in other districts which could present a 20-plus position shortfall. There are not enough recruits to fill those positions, yet the department is allocating dollars to positions that cannot be filled. He suggested that the vacant positions be filled with social workers and behavioral health specialists instead of officers.

Chief Musselman stated that he is optimistic that alternative response can help reduce some of the call volume but not by a lot. The police were called to respond to 855 medical call assists, 145 calls from crisis lines, and over 600 calls for service at the shelter. Terros came on board in November to help with low level mental health calls and there were 1,300 calls but they were only able to respond to 27 alone with the others requiring a police response due to safety concerns. He is concerned about putting social workers and behavioral health specialists in situations where they could get hurt.

Councilmember Shimoni asked if calls for service decreased with the unsheltered populations being housed in hotels during COVID. Chief Musselman stated that arrests did go down. Councilmember Shimoni stated that getting people into housing is key and even though there is not Council support for utilizing the police budget there needs to be continued movement to find solutions to housing unsheltered people.

Mayor Deasy stated that many of the models implemented elsewhere show a 20% decrease in call volume when fully funded. Not every call will become violent and he has a hard time

believing that police need to respond to all calls because something might happen. He stated that a consultant or policy expert is needed to evaluate what it would take in Flagstaff, how to get there, and the dollars needed.

Councilmembers Aslan and McCarthy stated that they cannot make a decision on something like a consultant until they have an understanding on cost and scope. Councilmember Shimoni stated that NAU's Criminal Justice Department could look at it and fund solutions.

Mr. Clifton noted that a request for proposals (RFP) was submitted and proposals are currently being evaluated. Mayor Deasy stated that the RFP was unspecific and did not include a desire to reduce call volume. Deputy City Manager Shannon Anderson stated that call volume was addressed in the RFP and it included a reduction in both police and fire calls. The RFP and scope of work was written in general terms because each responder has their own model and staffing components; they did not want to discourage any sort of response to the RFP. The responders have provided measurements, reporting, and other statistical data so while the scope was broad, the responses have been very specific and addressed how they would help the city response to law enforcement and fire related calls.

Mayor Deasy stated that he was informed that the responses from the RFP would not decrease the call volume. Ms. Anderson offered that what they have seen from other models is that it takes time for the systems to be put into place and for people to know that they can call them, rather than the police, for service.

Vice Mayor Daggett asked when it is expected that the committee will select a response and bring it forward to Council. Ms. Anderson stated that the team is scheduled to have interviews with the respondents on May 12, 2021 and May 14, 2021. The goal of the interviews is to clarify information in the responses, so the team accurately understands what they are reading and evaluating. If they are able to select a respondent after those interviews, they could come back to Council with a contract soon after knowing that funding has been identified.

Councilmember Shimoni stated that more information about Ithaca's efforts can be found at https://www2.tompkinscountyny.gov/ctyadmin/reimaginepublicsafety. He encouraged the Council, staff, and the public to look at the information.

Councilmember Aslan stated that it is evident that it will be very hard to reduce the number of situations where police are not showing up to a scene and that should not be the goal. The goal is that while they are there, they are in a background keeping a low profile to allow the experts to do the work they need to do while ensuring scene safety. The goal is to create a new interface for community situations to avoid escalation that can happen. This is something that will change slowly over time. Looking at other places like Ithaca or Eugene, the programs take years to develop with a lot of trial and error involved. Taking police funding to hire social workers is not going to change the number of calls police must respond to.

Mayor Deasy stated that only incremental changes will happen when that is all that is believed to be able to happen. After all this time they are doing nothing more than what they were doing before.

Mr. Clifton acknowledged that the process moves slowly but to remember that they are building an institution and a change in how things are done. A year ago there was not a single dollar allocated toward alternative response and now a year later significant resources have been allocated. It will take time and they will have to learn and adapt from the successes and failures that will come along the way.

Mr. Solomon expressed appreciation for the discussion and noted that the Council should be

aware that there will need to be a significant amount of legal research, vetting, and training to go along with implementation and as the program progresses. As has been discussed, things take time but staff is ready to take on the work as directed by Council.

Mayor Deasy thanked the public, Council, and staff for their participation in the meeting. He stated that it was good discussion with good commentary from the public.

6. Adjournment

The City Council Special Meeting held April 26, 2021, adjourned at 9:44 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 April 26, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, MAY 4, 2021
CITY HALL 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 May 4, 2021, to order at 3:05 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 DEASY (virtually)	VICE MAYOR DAGGETT:
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 Vice Mayor Daggett 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. 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.

Business Retention And Expansion Manager John Saltonstall addressed Council regarding upcoming events related to Economic Development Week and National Police Week.

Economic Vitality Director Heidi Hansen addressed Council providing information on upcoming events for National Travel and Eco Tourism Week.

5. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Building Safety Month

Mayor Deasy read the Building Safety Month Proclamation.

B. **Proclamation:** Bike Month

Mayor Deasy read the Bike Month Proclamation.

C. **Proclamation:** National Nurses Appreciation Week

i. Nurse Recognition

Mayor Deasy read the National Nurses Appreciation Week Proclamation and presented a PowerPoint presentation honoring local nurses.

NATIONAL NURSES APPRECIATION WEEK
OUR NURSES

6. APPOINTMENTS

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

A. **Consideration of Appointments:** Parks and Recreation Commission.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to appoint Ezekiel Ogden to a term expiring August 2022.

Vote: 6 - 0 - Unanimously

7. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Matthew Allan Gorman, "Matty G's," 6 E. Aspen Avenue #100, Series 12, New Application.

Mayor Deasy opened the public hearing.

Police Sergeant Ryan Turley introduced the application.

Matt Gorman with Matty G's thanked Council for their consideration and invited the public to come and check out the restaurant.

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

Vote: 6 - 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** Mayor Paul Deasy to approve the Consent Agenda as presented.

Vote: 6 - 0 - Unanimously

A. **Consideration and Approval of Contract:** The renovation of the sports courts in partnership with the Phoenix Suns Rebound Project at Ponderosa Park in the Sunnyside neighborhood with General Acrylics, Inc. in the amount of $55,533.84

1. Approve the cooperative purchasing agreement with General Acrylics, Inc. in the amount of $55,533.84 for the third sports court (tennis) to be included in the renovation of the two (2) basketball courts as part of the donation by the Phoenix Suns and Arizona Public Service (APS)
2. Authorize City Manager to execute the necessary documents

B. **Consideration and Approval of Contract:** Purchase of one (1) Residential Rear Load Refuse Truck from Short Equipment, Inc. in the amount of $158,775.37.

1. Approve the purchase of one (1) used Newway 20yd Cobra Rear Load Refuse Truck in the amount of $158,775.37 (page 1 of pricing quote) from Short Equipment, Inc.;
2. Authorize the City Manager to execute the necessary documents.

C. **Ratification:** Surface Transportation Reauthorization Revised Project Request

Ratify the Surface Transportation Reauthorization Revised Project Request Letter

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

Approve the Judicial Appointment Advisory Panel's recommendation to appoint Andrew Moore, Michael Araujo and Howard Grodman as On-Call Magistrates for the Flagstaff Municipal Court.

9. ROUTINE ITEMS

A. **Consideration and Approval of Grant Agreement:** Grant Agreement between the City of Flagstaff (COF) and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for Airport Coronavirus Response Grant Program funding for operational and maintenance expenses directly related to the Flagstaff Pulliam Airport.

Grants and Contracts Manager Stacey Brechler-Knaggs introduced the item and provided a brief description of the grant.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Miranda Sweet to approve the grant agreement in the amount of $1,444,012 for airport operational and maintenance costs.

Vote: 6 - 0 - Unanimously

10. REGULAR AGENDA

A. **Consideration and Approval of Preliminary Plat:** Case No. PZ-20-00088-01, CDR 276, LLC requests Preliminary Plat approval for Canyon Del Rio Block I located at 3200 E Butler Avenue, a single-family home subdivision on 13.34 acres in the R1 (Single Family Residential) Zone.

Planning Director Tiffany Antol provided a PowerPoint presentation that covered the following:

CANYON DEL RIO – BLOCK I
REQUEST OVERVIEW
VICINITY MAP
CANYON DEL RIO – BACKGROUND
BLOCK I
BLOCK I PRELIMINARY PLAT
REQUIRED FINDING #1: ZONING CODE (TITLE 10)
- MEETS SINGLE-FAMILY RESIDENTIAL (R1) ZONE STANDARDS
- MEETS SINGLE-FAMILY RESIDENTIAL (R1) STANDARDS
- MEETS RESOURCE PROTECTION STANDARDS
- RESOURCE PROTECTION PLAN
- MEETS OTHER RELEVANT STANDARDS

REQUIRED FINDING #2: ENGINEERING STANDARDS (TITLE 13)
- MEETS ENGINEERING STANDARDS

REQUIRED FINDING #3: SUBDIVISIONS STANDARDS (TITLE 11)
- MEETS SUBDIVISION AND LAND SPLIT REGULATIONS (CHAPTER 11-20)

FINDINGS AND RECOMMENDATION

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Adam Shimoni to approve the Preliminary Plat for Canyon Del Rio Block I.

Vote: 6 - 0 - Unanimously

B. **Consideration and Approval of Preliminary Plat:** Case No. PZ-20-00089-01 CDR 276, LLC requests Preliminary Plat approval for Canyon Del Rio Block G located at 3200 E Butler Avenue, a single-family townhome subdivision on 9.03 acres in the MR (Medium Density Residential) Zone.

Ms. Antol provided a PowerPoint presentation that covered the following:

CANYON DEL RIO – BLOCK G
REQUEST OVERVIEW
VICINITY MAP
CANYON DEL RIO – BACKGROUND
BLOCK G
BLOCK G PRELIMINARY PLAT
REQUIRED FINDING #1: ZONING CODE (TITLE 10)
MEETS MEDIUM DENSITY RESIDENTIAL (MR) ZONE STANDARDS
MEETS MEDIUM DENSITY RESIDENTIAL (MR) STANDARDS
BUILDING TYPES DETAILS
MEETS RESOURCE PROTECTION STANDARDS
RESOURCE PROTECTION PLAN
MEETS OTHER RELEVANT STANDARDS
REQUIRED FINDING #2: ENGINEERING STANDARDS (TITLE 13)
MEETS ENGINEERING STANDARDS
REQUIRED FINDING #3: SUBDIVISIONS STANDARDS (TITLE 11)
MEETS SUBDIVISION AND LAND SPLIT REGULATIONS (CHAPTER 11-20)
FINDINGS AND RECOMMENDATION

Moved by Councilmember Regina Salas, **seconded by** Councilmember Miranda Sweet to approve the Preliminary Plat for Canyon Del Rio Block G.

Vote: 6 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2021-12:** An ordinance of the City Council of the City of Flagstaff abandoning and authorizing the sale of approximately 1,400 square feet of the Hoskins Avenue public right-of-way adjacent to 709 S. O'Leary Street; providing for delegation of authority, repeal of conflicting ordinances, severability, and establishing an effective date.

Real Estate Manager Bryce Doty provided a PowerPoint presentation that covered the following:

ABANDONMENT OF ROW 709 O'LEARY STREET
VICINITY MAP
SATELLITE VIEW
APPROX. SQFT OF ROW ABANDONMENT
BACKGROUND/HISTORY
PUBLIC RIGHT-OF-WAY

Multi-Modal Transportation Manager Martin Ince continued the presentation.

FLAGSTAFF REGIONAL PLAN 2030
DRAFT ACTIVE TRANSPORTATION MASTER PLAN
EXISTING CONDITIONS
POTENTIAL FUTURE USE

FUTURE USE OVERLAY

Mr. Doty continued the presentation

LOOKING WEST ON HOSKINS AVE
WESTERN VIEW
EASTERN VIEW
NORTHERN VIEW
709 O'LEARY SW VIEW
UNIMPROVED PORTION OF ROW

Councilmember McCarthy asked if the utility pole on the southside will have to be moved when the street expansion is done. Mr. Ince stated that it is possible and will depend on the other construction going on in the area.

Tommy Hernandez, owner of 709 S. O'Leary, addressed Council stating that he would like to include the abandoned land in their development should their request be approved. The abandoned land would remain open space and will be landscaped. It will be a benefit to the city as it will add a beautification element to the area.

Mr. Clifton stated that the process has historically been handled by staff, he asked that these types of requests be forwarded to Council as it concerns a public right-of-way. He has also requested that a formal process be developed that will take the disposition of public rights-of-way to the Council for consideration.

Council discussed the different impacts that there could be if the right of way is abandoned. There are potential impacts to bike lanes, road connections, FUTS access, and on-street parking.

Moved by Councilmember Austin Aslan, **seconded by** Mayor Paul Deasy to read Ordinance No. 2021-12 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ABANDONING AND AUTHORIZING THE SALE OF APPROXIMATELY 1,400 SQUARE FEET OF THE HOSKINS AVENUE PUBLIC RIGHT-OF-WAY ADJACENT TO 709 S. O'LEARY STREET; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

A break was held from 4:50 p.m. through 5:00 p.m.

D. **Consideration and Adoption of Resolution No. 2021-18:** A resolution of the Flagstaff City Council amending the Flagstaff Automotive Sales Tax Rebate Program to further the City's climate action goals and to support local automotive dealers **(Flagstaff Automotive Sales Tax Rebate Program)**

Consideration and Adoption of Resolution No. 2021-19: A resolution of the Flagstaff City Council amending the Flagstaff Business Attraction Job Creation Incentive Program to assist in attracting new businesses that will provide high wage jobs in specific industry sectors **(Flagstaff Business Attraction Job Creation Incentive Program)**

Consideration and Adoption of Resolution No. 2021-20: A resolution of the Flagstaff City

Council amending the Development Reinvestment Incentive Program to assist in attracting new businesses that will provide high wage jobs in targeted industry sectors **(Flagstaff Business Attraction Development Reinvestment Incentive Program)**

Business Attraction Manager Jack Fitchett provided a PowerPoint presentation that covered the following:

BUSINESS ATTRACTION INCENTIVE REVISIONS
SUCCESS SO FAR…
WHY THE ALTERATIONS?
ALTERATIONS
SUSTAINABLE AUTOMOTIVE SALES TAX REBATE
JOB CREATION INCENTIVE
DEVELOPMENT REINVESTMENT INCENTIVE

Joe Porto addressed Council thanking them for considering the program as there has been an increased interest in electric vehicles in Flagstaff.

Councilmember McCarthy expressed concern about the vagueness of the terms “and other eligible city fees” as well as “not limited to” found in the Job Creation Incentive Program and Business Attraction Development Reinvestment Incentive Program documents. He suggested that staff revise the documents to be more specific and bring them back to Council for consideration.

A written comment in support of Resolutions 2021-19 and 2021-20 was submitted by Tyler Denham.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Resolution No. 2021-18 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE UPDATED FLAGSTAFF AUTOMOTIVE SALES TAX REBATE PROGRAM TO FURTHER THE CITY’S CLIMATE ACTION GOALS AND TO SUPPORT LOCAL AUTOMOTIVE DEALERS

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to adopt Resolution No. 2021-18.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Adam Shimoni to postpone the vote on 2021-19 and 2021-20 for two weeks to better refine and define the language.

Vote: 4 - 2

NAY: Councilmember Miranda Sweet
Mayor Paul Deasy

E. **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).

Housing and Grants Administrator Kristine Pavlick addressed Council stating that staff reached out to the defined neighborhoods as requested by Council. The discussions focused on transparency and they developed an annual public meeting for target areas to discuss activities in the targeted neighborhoods and obtain feedback on projects and needs.

Mayor Deasy and Councilmember Shimoni noted that they had heard from representatives from the neighborhood groups who indicated that they were grateful for the opportunity to meet and that they were happy with the outcomes.

Moved by Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to read Resolution No. 2021-15 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF PY 2021-2025 CONSOLIDATED PLAN AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Moved by Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to adopt Resolution No. 2021-15.

Vote: 6 - 0 - Unanimously

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to read Resolution Nos. 2021-16 and 2021-17 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF 2021 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to adopt Resolution Nos. 2021-16 and 2021-17.

Vote: 6 - 0 - Unanimously

F. **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.

Current Planning Manager Alaxandra Pucciarelli stated that she received a request from the applicant requesting four-week continuance to the June 1, 2021 Council Meeting.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Jim McCarthy to postpone the item to the June 1, 2021 Council Meeting.

Vote: 5 - 1

NAY: Councilmember Austin Aslan

11. COUNCIL LIAISON REPORTS

Councilmember Salas reported that she attended the Tourism Commission meeting last week and the numbers for March accommodation indicators are promising. The revenue occupancy and revenue for available rooms exceeded the 2019 numbers. This also indicates that accommodation indicators for state of Arizona have remarkably increased as well. Tourism partner stakeholders are gearing up for summer and also creating outreach for fire awareness. She noted that it is National Tourism Week and National Travel and Eco Tourism Week. Lastly, Discover Flagstaff partners are hosting a trash pickup from Thorpe Park to Mars Hill for Tourism Service Day tomorrow.

Councilmember Shimoni reported that the 911 Diversion Group met; they are working with the Crisis Response Network (CRN) and Terros to divert mental health calls. They continue to look for better ways to promote the new effort and opportunity the public has to utilize the CRN when appropriate. He also met with Sustainability and Eco-Tourism to discuss how best to empower tourists to be part of climate solutions.

Councilmember Sweet reported that the Beautification and Public Art Commission is meeting on Monday and will be discussing the grants coming in from the Beautification and Action process.

Mayor Deasy reported that he applied for appointment to the Committee of Finance and Economic Development with the AZ League of Cities and Towns.

12. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

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

Councilmember Sweet congratulated Lisa Adams for her 28 years of service and Ms. Saltzburg on her Masters Degree.

Councilmember Shimoni congratulated all of those highlighted in the City Manager Report.

Councilmember Salas offered congratulations to Ms. Saltzburg on her degree and she commended the Mayor for his recognition of the nurses in the Flagstaff community.

Councilmember McCarthy also offered congratulations to Ms. Saltzburg.

Mayor Deasy stated that he is excited for Nurses Week and thanked the Downtown Business Alliance for helping to organize various discounts for nurses. He stated that there will be a recognition ceremony for the nurses at the Lowell Observation Deck later in the week. He also reported that he will be meeting with Senator Kelly to tour the Museum Fire burn area. Lastly, he noted that he has been preparing to bring forward a FAIR item in the future for Council to consider a prevailing wage ordinance.

Mr. Clifton thanked Mayor Deasy for the highlight of local nurses and the proclamation for Nurses Week. He noted for the Council and public that the Vice Mayor was unable to attend the meeting due to an urgent personal matter.

14. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held May 4, 2021, adjourned at 5:49 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 May 4, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, MAY 18, 2021
CITY HALL 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 May 18, 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 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. 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.

4. PUBLIC PARTICIPATION

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

Art Babbott addressed Council providing a brief update on the Farmer's Market and his appreciation for the opportunity to open the market this season.

5. APPOINTMENTS

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

A. Consideration of Appointments: Commission on Diversity Awareness.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Adam Shimoni to appoint Claire Hardi to a term expiring September 2023.

Vote: 7 - 0 - Unanimously

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to appoint Christine Tucci to a term expiring September 2022.

Vote: 7 - 0 - Unanimously

6. CONSENT ITEMS

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

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. Consideration and Approval of a Construction Manager at Risk (CMAR) Construction Services Contract: Annual Street Maintenance and Overlay and Chip Seal Program 2021 to C and E Paving & Grading, LLC in the amount of $2,101,819.12.

1. Approve the Annual Street Maintenance Overlay and Chip Seal Program 2021 and execute a CMAR Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $2,101,819.12 (which includes an Owner's Contingency of $100,000.00)

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

7. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2021-12:** An ordinance of the City Council of the City of Flagstaff abandoning and authorizing the sale of approximately 1,400 square feet of the Hoskins Avenue public right-of-way adjacent to 709 S. O'Leary Street; providing for delegation of authority, repeal of conflicting ordinances, severability, and establishing an effective date.

Real Estate Manager Bryce Doty was available for questions.

Coral Evans addressed Council stating that the abandonment and sale of the right of way is critical and something that the community and neighborhood needs. She stated that Mr. Clifton is the reason that the matter is before Council and the reason for the development of a process that is equitable for all similar requests. She thanked him for the way he has approached the matter.

Councilmembers McCarthy, Salas, and Aslan expressed disappointment in the behavior of the applicant during the first meeting and their accusations of racism in the process. Councilmember Shimoni thanked Mr. Clifton for bringing the item to Council and for developing an ongoing process to handle requests in the future.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Adam Shimoni to read Ordinance No. 2021-12 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ABANDONING AND AUTHORIZING THE SALE OF APPROXIMATELY 1,400 SQUARE FEET OF THE HOSKINS AVENUE PUBLIC RIGHT-OF-WAY ADJACENT TO 709 S. O'LEARY STREET; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Austin Aslan, **seconded by** Mayor Paul Deasy to adopt Ordinance No. 2021-12.

Vote: 7 - 0 - Unanimously

8. REGULAR AGENDA

A. **Consideration and Approval of the Construction Contract:** with Standard Construction Company, Inc. in the amount of $7,140,688.18 for the Coconino Estates Improvements Phase II Project.

Project Manager Eli Reisner provided a PowerPoint presentation that covered the following:

CONSIDERATION AND APPROVAL OF A CONSTRUCTION CONTRACT
COCONINO ESTATES IMPROVEMENTS PHASE II
FUNDING SOURCE
INFORMING THE PUBLIC

Councilmember Shimoni stated that the project is not addressing sidewalks on Talkington.

Mr. Reisner confirmed stating that they are not adding sidewalks where they do not currently exist. Councilmember Shimoni asked if it would be possible to incorporate sidewalks into the project. Mr. Reisner stated that it would require the project to go back and be redesigned. He noted that during the design phase they did consider adding sidewalks, but Proposition 419 does not have funds to add missing sidewalks, only to replace what is currently existing.

City Engineer Rick Barrett stated that they are not opposed to adding sidewalks but perhaps at a later time and not postponing the current project.

Vice Mayor Daggett stated that she does not want to stop the process however she would support and encourage staff to figure out ways to include sidewalks in areas where they do not currently exist for all projects. She is not interested in stopping this process however, she would support sidewalks and encourage finding ways to include sidewalks in areas where they do not currently exist. No street is complete without having functional sidewalks.

Mayor Deasy agreed that the project should proceed with the current plan and then address the sidewalk issue when there is funding to do so.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to approve the Construction Contract with Standard Construction Company, Inc. in the amount of $7,140,688.18, which includes a $301,122.75 Contract Allowance, with a Contract duration of 540-calendar days, approve Administrative Change Order Authority to the City Manager in the amount of $683,956.54 (10% of the Contract Amount, less the Contract Allowance), and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2021-25:** A resolution of the Flagstaff City Council, approving a Data Access/Exchange Agreement between the Arizona Department of Transportation and the City of Flagstaff for access to crash data through the Arizona Crash Information System (ACIS).

Multi Modal Transportation Manager Martin Ince provided a PowerPoint presentation that covered the following:

ADOT ARIZONA CRASH INFORMATION SYSTEM
ILLUSTRATION

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to read Resolution No. 2021-25 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL DATA ACCESS/EXCHANGE AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR CRASH DATA FROM THE ARIZONA CRASH INFORMATION SYSTEM (ACIS)

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2021-25.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2021-22:** A resolution approving an Intergovernmental Agreement between the City of Flagstaff and the Summit Fire and Medical District for dispatch services.

Police Department Communications Manager Katie Brandis addressed Council asking for the approval of the IGA which would allow Flagstaff to provide dispatch services for Summit Fire and Medical District. This is a contract that has been in place for the last five years.

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to read Resolution No. 2021-22 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SUMMIT FIRE AND MEDICAL DISTRICT AND THE CITY OF FLAGSTAFF FOR DISPATCH SERVICES

Moved by Mayor Paul Deasy, **seconded by** Councilmember Regina Salas to adopt Resolution No. 2021-22.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2021-23:** A resolution approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for a jointly funded dark sky code compliance specialist position.

Dark Sky Compliance Specialist Mark Stento provided a PowerPoint presentation that covered the following:

DARK SKY COMPLIANCE SPECIALIST ACTIVITY SUMMARY
CITY OF FLAGSTAFF COMPLIANCE HIGHLIGHTS
CITY COMMERCIAL PROPERTY LUMEN REDUCTIONS THROUGH
ENFORCEMENT ACTION
COCONINO COUNTY COMPLIANCE HIGHLIGHTS
JOINT LAND USE STUDY IMPLEMENTATION GRANT
CITIZEN FEEDBACK
IMPACT EXAMPLES – PRE-COMPLIANCE
IMPACT EXAMPLES – POST-COMPLIANCE

Community Development Director Dan Folke concluded the presentation.

DARK SKY SPECIALIST
INTERGOVERNMENTAL AGREEMENT

Council expressed their support and appreciation to Mr. Stento for the work in his program. Councilmember Aslan added that he would like to see a larger regional dark sky preserve and anything that can be done to further those efforts is appreciated.

A written comment in support of preserving dark skies was submitted by Mary Dreusike.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2021-23 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR A JOINTLY FUNDED DARK SKY CODE COMPLIANCE SPECIALIST POSITION

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2021-23.

Vote: 7 - 0 - Unanimously

E. **Consideration and Adoption of Resolution No. 2021-19:** A resolution of the Flagstaff City Council amending the Flagstaff Business Attraction Job Creation Incentive Program to assist in attracting new businesses that will provide high wage jobs in specific industry sectors **(Flagstaff Business Attraction Job Creation Incentive Program)**

Consideration and Adoption of Resolution No. 2021-20: A resolution of the Flagstaff City Council amending the Development Reinvestment Incentive Program to assist in attracting new businesses that will provide high wage jobs in targeted industry sectors **(Flagstaff Business Attraction Development Reinvestment Incentive Program)**

Business Attraction Manager Jack Fitchett provided a PowerPoint presentation that covered the following:

INCENTIVE ALTERATIONS

Councilmember McCarthy thanked Mr. Fitchett for the revisions and noted his support.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Resolution No. 2021-19 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF BUSINESS ATTRACTION JOB CREATION INCENTIVE PROGRAM TO ASSIST IN ATTRACTING NEW BUSINESSES THAT WILL PROVIDE HIGH WAGE JOBS IN SPECIFIC INDUSTRY SECTORS

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to adopt Resolution No. 2021-19.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Resolution No. 2021-20 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE DEVELOPMENT REINVESTMENT INCENTIVE PROGRAM TO ASSIST IN ATTRACTING NEW BUSINESSES THAT WILL PROVIDE HIGH WAGE JOBS IN TARGETED INDUSTRY SECTORS

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to adopt Resolution No. 2021-20.

Vote: 7 - 0 - Unanimously

A break was held from 4:14 p.m. through 4:25 p.m.

F. **Discussion and Possible Action:** City Council Rules of Procedure Rule 11.07

Mayor Deasy stated that he requested the item be brought forward because he is concerned that the broad language could be interpreted as overly restrictive. He stated that the word “representatives” means anyone who represents any government bodies which would include staff and elected officials. He believes that this could affect Council’s participation in the CJCC, NAIPTA, Colorado Plateau Water Advisory, Sister Cities, AZ League of Cities and Towns, or any other similar agency. The rule would prohibit any Councilmember from attending and participating in those meetings and the language needs to be more explicit so it does not hinder the Council's ability to do their jobs.

Councilmember Aslan stated that he does not think that the rule threatens participation in the various organizations mentioned because the liaison appointments are made by Council.

Councilmember McCarthy indicated that it seems appropriate to revise the wording to define the intent that it applies to federal congressman, senators, and possible state legislators. He also offered that there should be an option to meet with people on behalf of themselves and not as a representative of the City Council.

Councilmember Salas stated that the rule specifically addresses lobbying and the relationship with tribal partners. She appreciates the rotation approach, so all members of Council have an opportunity to participate and accompany the Mayor in the meetings. The Mayor’s concern could be addressed in a separate item that will speak to Councilmember roles and responsibilities with regard to participation in outside boards.

Vice Mayor Daggett stated that she is comfortable with the language the way that it is. Councilmember Sweet also noted that she was comfortable with the language as written.

Mayor Deasy stated that there could be a violation if a member of Council speaks with a staff member of other elected leaders. He is suggesting that the language be changed to add the word “elected” in front of representatives. Councilmember McCarthy agreed.

Council further discussed the language in the rules and if they should be changed.

Mr. Clifton stated that the matter can always come back to Council should there be an issue that arises that necessitates the need to change.

There was not a majority of Council interested in changing the language of rule 11.07.

9. COUNCIL LIAISON REPORTS

Councilmember Sweet reported that she is looking forward to the Mountain Line meeting tomorrow.

Councilmember Shimoni also reported that he is looking forward to attending the Mountain Line meeting.

Councilmember Salas reported that the Airport Commission met last week and the numbers for enplanement are promising. She stated that they also discussed the recurring issue of bringing bus service to the airport to provide transportation to residents and further climate goals.

Vice Mayor Daggett made another call to citizens to take the Flagstaff Housing Survey.

Mayor Deasy reported that he attended a meeting with the Arizona League of Cities and Towns where they discussed the response to the flat tax that the state is looking to impose. The League is taking the stance that cities and towns should remain intact. The League is also advocating to raise the percent of cities share of income tax from 15% or higher to ensure same amount of revenue received.

He also reported that he attended the Comission on Diversity Awareness where they discussed the Pride Proclamation for June and had a spirited presentation from Flagstaff High School students on renaming the Peaks. They were good discussions and it was nice to see young people engaging and being active.

10. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

Sustainability Section Director Nicole Antonopoulos briefly reviewed the Sustainability monthly report.

Economic Vitality Director Heidi Hansen briefly reviewed the Economic Vitality monthly report.

Mr. Barrett briefly reviewed the Capital Projects monthly report.

Mayor Deasy thanked Mr. Clifton and staff for providing the reports, they were very informative.

Councilmember Shimoni asked if Mr. Clifton could provide information on the reopening of city facilities. Mr. Clifton stated that City Hall opened yesterday, hours are limited from 8:00 a.m. to 1:00 p.m. for now. The Library and Aquaplex will be opening for regular business in the near future.

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

Councilmember Salas recognized active military members and thanked them for their service in recognition of Armed Forces Day. She also stated that last Saturday was the Peace Officer Memorial Day to honor every police officer who gave their lives in the line of duty; she thanked every member of the Flagstaff Police Department for their dedication and service.

Councilmember Shimoni reported that he did a ride along with Corporal Oliver at the Police Department to get insight as to what our officers are faced with on a nightly basis. It was very educational, and he encouraged Council to take advantage of the opportunity.

Councilmember Shimoni also brought attention to emails he had received concerning the 100-person limit on city fields. He also stated that he would like to see Council go back to in person meetings in June.

12. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held May 18, 2021, adjourned at 5:46 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 May 18, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of September, 2021.

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MAY 25, 2021
CITY HALL STAFF CONFERENCE ROOM
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:03 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; Deputy City Attorney Kevin Fincel

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet 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 and Contract Negotiations re Proposed Aura Development Agreement

ii. Legal advice regarding assessment by State pursuant to A.R.S. 35-121.01 related to Flagstaff's minimum wage and City response.

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held May 25, 2021, reconvened into Open Session at 2:51 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JUNE 1, 2021
CITY HALL 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 June 1, 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 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. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and Councilmember Salas 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 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.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to 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.

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.

Mayor Deasy called for a moment of silence in respect to the tragic bicycle accident that happened over the weekend.

John Dailey addressed Council asking to make transportation a priority and implement the Alternative Transportation Master Plan.

6. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Deasy opened the public hearing on both applications.

Police Sergeant Ryan Turley introduced the two applications.

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

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to forward the applications to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

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.

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.

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.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

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

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.

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.

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.

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

Business Attraction Manager Jack Fitchett provided a PowerPoint presentation that covered the following.

AIRPORT 31.45 ACRE PARCEL – CONTRACT DISCUSSION
OVERVIEW
BACKGROUND/HISTORY
TIMELINE
CONTRACT NEGOTIATIONS
WHAT'S NEXT?

Councilmember Salas asked who will own the reports and studies. Mr. Fitchett stated that the City will have rights to whatever the studies produce and will maintain access to the data to move forward in another effort should the project not move forward.

Mayor Deasy asked how the reimbursement minimizes the City's risk. Mr. Fitchett explained that the reason for the reimbursement is to show a good faith effort and commitment to a partnership with Geneterra. If the City should not pursue the project, it covers Geneterra's work. Mayor Deasy stated his concern about putting the City on the hook and bearing all the risk. Community Investment Director Dave McIntire offered that the developer is worried that if the City walks away from the project, they will have put out a significant amount of funding.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to approve the Reimbursement Agreement with Genterra Enterprises, LLC - Development of 31.45 Acres Adjacent to Flagstaff Pulliam Airport.

Vote: 6 - 1

NAY: Mayor Paul Deasy

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.

Management Services Director Rick Tadder provided a PowerPoint presentation that covered the following:

WRITE OFFS AND REVENUE SECTION COLLECTIONS PROCESS
ANNUAL WRITE-OFFS
MUNICIPAL SERVICES BILLS
MISCELLANEOUS ACCOUNTS RECEIVABLE
SALES TAX
REVENUE COLLECTION PROCESS
UTILITY AND RENTAL ASSISTANCE
COUNCIL DIRECTION

Mayor Deasy asked how many accounts are pending shut off in a typical year. Customer

Service Manager Jessica Huleatt stated that it is a more continuous process with about 20 per week.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to 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.

Vote: 7 - 0 - Unanimously

Councilmember McCarthy stated that he supports the restarting of the disconnect process for customers with no payment arrangement or broken arrangements.

Councilmember Aslan asked if there are assistance programs for people who are facing shut off. Mr. Tadder stated that there is funding and resources at the local and state level for housing and utility assistance. The intention is always to keep the water on and establishing active communication with the customer will allow for the City to make arrangements and connect people to services.

Council was supportive of staff's recommendation to restart the disconnect process.

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.

Mayor Deasy opened the public hearing.

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

UPDATES TO ZONING CODE 2021 – RECREATIONAL MARIJUANA
MARIJUANA USES ZONING CODE TEXT AMENDMENT
CITY'S PROPOSED ZONING CODE TEXT AMENDMENT
ZONING CODE AMENDMENT FINDINGS

Mayor Deasy stated that the law requires at least a 500 feet distance from a school or treatment center, he asked if this would be an issue for an incoming school or treatment center. Mr. Symer stated that if one of the protected uses moves into the 500 foot boundary it would not affect the existing dispensary nor would it affect the incoming facility. The dispensary would become a legal non-conforming facility in accordance with the code.

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

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Becky Daggett to read Resolution No. 2021-26 by title only.

Vote: 7 - 0 - Unanimously

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"

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Ordinance No. 2021-13 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, 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

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).

Housing and Grants Administrator Kristine Pavlick addressed Council explaining the notice from HUD that the City's entitlement award was increased. Staff is recommending that the funding be applied by equal percentages between the two housing activities approved by Council on June 4, 2021.

Moved by Councilmember Regina Salas, **seconded by** Vice Mayor Becky Daggett to read Resolution No. 2021-30 by title only.

Vote: 7 - 0 - Unanimously

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

Moved by Councilmember Regina Salas, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2021-30.

Vote: 7 - 0 - Unanimously

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.

Mr. Tadder addressed Council stating that the resolution is an administrative process that must be done on an annual basis as required by the State.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2021-21 by title only.

Vote: 7 - 0 - Unanimously

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

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2021-21.

Vote: 7 - 0 - Unanimously

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.

Mr. Tadder addressed Council stating that the resolution is an annual process that must be done on per state statute. Some of the highlights of the policy are that 100% of the plan was funded which is compared to only 40% previously. There is a $14 million in a reserve fund to help with any economic downturns and changes that may occur.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Austin Aslan to read Resolution No. 2021-24 by title only.

Vote: 7 - 0 - Unanimously

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

Moved by Mayor Paul Deasy, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2021-24.

Vote: 7 - 0 - Unanimously

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.

Mr. Tadder provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF FY 2021-2022 BUDGET
TIMELINE
LEGAL SCHEDULE A
HIGHLIGHTS
CHANGES SINCE APRIL RETREAT

Sustainability Director Nicole Antonopoulos continued the presentation.

FY 2021-2022 NEW CLIMATE ACTION AND ADAPTATION FUNDING REQUESTS
PURPOSE OF CAAP INTEGRATION IN THE BUDGET PROCESS
FY 21-22 PCF CLIMATE ACTION FIELDS
FY 21-22 APPROVED BUDGET REQUESTS
POTENTIAL TO CONTRIBUTE
CLIMATE RELATED APPROVED REQUESTS
EQUITY RELATED APPROVED REQUESTS
UP NEXT

Mr. Tadder concluded the presentation.

ADDITIONAL INFORMATION

Councilmember McCarthy asked if the new compensation arrangements provide more compensation to police and fire personnel. Mr. Tadder stated that the goal of the compensation plan was to better structure the pay plans to address the compression that has been experienced and prevent it in the future. Human Resources Director Jeanie Gallagher added that public safety personnel have been put into a step plan that creates a more competitive structure for public safety.

Councilmember Shimoni asked about the American Rescue Act funding. Mr. Tadder explained that they are still learning a lot about what the Treasury will allow the city to do. The goal is to get information back to Council before the summer break.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2021-27 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2021-2022

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2021-27.

Vote: 7 - 0 - Unanimously

A break was held from 4:50 p.m. through 5:06 p.m.

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.

Interim Planning Director Alaxandra Pucciarelli provided a PowerPoint presentation that covered the following:

AURA FLAGSTAFF – DIRECT TO ORDINANCE ZONING MAP AMENDMENT
PROJECT AREA
PROPOSED CHANGES (PER THE DA)
NORTHERN PORTION OF PARCEL (2 ACRES)

PROPOSED DENSITY
RECOMMENDATION

Councilmember Aslan stated that he finds it odd that a land owner is selling land but demanding to maintain control of it. Jason Morris, on behalf of the applicant, stated that it is a unique situation but the uniqueness stems from the parcel being bifurcated by the city many years ago. There is a portion of the parcel that is orphaned but the applicant is purchasing the entire parcel. From a land development standpoint, it is not unlike the purchase of any property where a developer chooses not to develop on a portion.

Mr. Morris provided a brief presentation that covered the following:

AURA FLAGSTAFF
AERIAL MAP
PROJECT TIMELINE
APRIL 2021 CITY COUNCIL
CHALLENGES WITH OPEN SPACE NORTH OF HCT
ALTERNATIVE PUBLIC BENEFIT AREA
COMMUNITY BENEFITS
SUMMARY OF CHANGES

The following individuals addressed Council in opposition to the rezone:

- Phil Goldblatt
- Rae Jones
- Nathan Jones
- Sue Borst
- Michele James

The following comments were received:

- Better parcels are appropriate for this type of development.
- The development is in violation of the Zoning Code.
- Please deny the rezone.
- 20 affordable units should not be the sole component of the Council's decision.
- The developer should not claim the northern land in the density calculations or tree resources.
- If this was the right project for the location it would not have taken this long to seek approval.
- The development is denser than it should be.
- You cannot build your way out of increasing housing prices.
- The density should be decreased because the northern land is not included.
- The moral thing to do is vote no to protect the general welfare of the community.
- People bought homes in Ponderosa Trails with the understanding that the parcel would remain zoned R1.
- It is wrong to accommodate an out of state contractor at the expense of local homeowners.
- This parcel should remain single-family residential.
- The developer is not interested in the damage this will have on the neighborhood.
- Supportive of the affordable goals of the development but the higher density is not in line with the Regional Plan.
- Developer should only use the nine acres or go through a Regional Plan Amendment.

Councilmember Shimoni stated that the project has been three years in the making. There is a housing emergency and single-family residential housing would not provide as big a

benefit, nor is it infill. One and two bedroom units are desperately needed in Flagstaff and the Council hears the same thing over and over again when new development comes in; that they belong somewhere else.

Councilmember Aslan stated that he will likely not support the rezone. He feels that the developer is taking advantage of a legal loophole. The parcel is good for infill development and is appropriate for medium density but the proposal before them is not that; it is a high-density project. The proper way to do this is through a Regional Plan amendment.

Vice Mayor Daggett stated that she is not opposed to the use of the building on an apartment complex and she is not opposed to the density. She is supportive of clustered development, but open space needs to be available and this is her challenge with the proposal. Lowering the density to what is allowed without the two northern acres would be acceptable or applying for a major plan amendment.

Councilmember Salas stated that there is a strong property right dilemma with the parcel being entangled with two acres of homestead. She expressed disappointment that the proposal from the developer at the last meeting to open 1.45 acres to the public was not going to come to fruition. She stated that if the developer is so inclined to stick to the 160 units then they should disentangle from the homestead and apply for a Regional Plan amendment.

Councilmember Sweet stated that she would like to see housing on the parcel but as it stands, the proposal does not fit. She would like to see a Regional Plan amendment or for the developer to utilize only nine acres for the density calculation.

Mr. Morris stated that there will be no access to the property on the north side of High Country Trail. There is nothing that the applicant is doing that is not in line with the code and it is frustrating that after three years they are hearing to go back to a Regional Plan amendment. The project is not feasible with less than 160 units. There is no alternative for them and they have done everything they can and exceeded many of the city standards; this would be a loss to the developer and the city.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to read Ordinance 2021-06 to amend the zoning map to rezone the subject parcel to Medium Density Residential, with the six conditions listed in the staff report, and with the added requirement that the number of apartments be limited to no more than 137 units. The number of required formally affordable housing units shall be reduced proportionately, while maintaining the 20 percent allocation. The number of automobile parking spaces may be reduced in accordance with city code to reflect the change from 160 to 137 dwelling units.

Mayor Deasy stated that the Planning and Zoning Commission voted to deny the request; it is an unprecedented situation be he does not want it to become the precedent. Councilmember McCarthy stated that what is included in the motion is consistent with the Zoning Code and Regional Plan.

Vote: 6 - 1

NAY: Mayor Paul Deasy

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

11. DISCUSSION ITEMS

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

Deputy Police Chief Frank Higgins addressed Council stating that the petition pertains to intentionally loud vehicle noise. There is currently state law that addresses loud vehicle noise. The statute provides the ability to enforce against loud vehicles, but it is very subjective because no decibel level 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.

He also stated that a traffic stop for noise would be a low priority for officers because officers are encouraged to focus their traffic enforcement at frequent collision locations while looking for moving violations that contribute to the cause of accidents. Police leadership has asked officers to focus their proactive activity to address life safety issues as opposed to nuisance issues.

Other jurisdictions have enacted ordinances, the trend is that the ordinance addresses all sources of nuisance noise instead of focusing on a single source. The ordinances also 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.

Michael Collier and Sarah Buss addressed Council in support of a noise pollution ordinance.

The following comments were received:

- People have the right to be undisturbed in their homes.
- An ordinance is needed to protect the quality of life in Flagstaff.
- The CDC says noise pollution can cause health issues.
- Noise created intentionally is different than other sources of noise.
- Other agencies have implemented limits.
- It does not need to be as prescriptive as establishing decibel levels; use observation and common sense, when windows are shaking the music is too loud.

Robert Breunig, Karen Enyedy, Connie Taylor, and Rose Houk submitted written comments in support.

Councilmember McCarthy stated that he believes something can be created and he is supportive of an ordinance coming back to Council for consideration.

Council agreed and directed staff to bring a draft ordinance back to Council for consideration.

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

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

COVID-19 UPDATE
AGENDA
LIBRARY SITE SPECIFIC PLAN

Coconino County Director of Health and Human Services Kim Musselman and Supervisor Patrice Horstman continued the presentation.

VACCINATION INCENTIVES

Management Analyst Sarah Langley continued the presentation.

VACCINATION RELATED LEGISLATION

Council thanked Coconino County for their work on encouraging vaccinations. Council also stated that they would like the City to look for ways that they can also incentivize vaccinations in Flagstaff.

Vice Mayor Shimoni asked if there was any way to speed up the process for opening the Aquaplex. Parks and Recreation Director Rebecca Sayers stated that they feel that the timeline in place is an appropriate way to allow them to evaluate what the needs are. There is a lower demand at the facility in the summer and this will allow more people to move through the facility and distance appropriately.

Councilmember Shimoni asked if there was a way to increase the room limitations for people at the senior center. Ms. Sayers stated that the limits at the senior center are based on physical distancing availability in the room where the event is occurring. They are following CDC recommendations and they will shift from those guidelines as the CDC updates their recommendations.

12. COUNCIL LIAISON REPORTS

Councilmember Shimoni reported that he attended a meeting regarding potential flooding on the east side resulting from the Museum Fire. He also attended the Housing Commission meeting where they discussed the housing plan and alternate response.

Councilmember Aslan reported there was a Sustainability Commission meeting that week and that he chaired the Coconino Plateau Watershed Conference. The purpose of the conference was to provide an educational event to look at all the projects engaged in over the last three years. It was a great event. He also reported that MetroPlan is meeting in the morning and there will be a tour of the new city well at Fort Tuthill.

Vice Mayor Daggett took a moment to honor Jo Wheaton who was on the Housing Commission and served on the housing and equity subcommittee. Jo had a huge impact on the community and was a valuable member of the commission.

13. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

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

Vice Mayor Daggett requested a FAIR item to have a presentation on all of the planned pedestrian and cyclist safety projects that staff is working on. She would like to know where resources are being allocated in terms of pedestrian and cyclist safety.

Councilmember Aslan shared the condolences of Vice Mayor Daggett for Jo Wheaton. He hopes that the event can be a springboard for massive improvements along Butler and throughout Flagstaff. He also requested a FAIR item to discuss the possibility of doing a land acknowledgment at the beginning of Council meetings. He offered the following language as a starting point:

> The Flagstaff City Council recognizes that this city we consider home sits at the base of the Sacred Peaks, on homelands shepherded by more than twelve Tribal Nations and Indigenous Peoples throughout this region. We honor them, their legacies, their traditions, and their past, current, and future generations who will forever call this place home.

Councilmember McCarthy reported that MetroPlan will be meeting tomorrow and they will be discussing a list of priorities and bike and pedestrian safety is at the top of the list. He also expressed his sadness about the accident.

Councilmember Salas stated that the community is grieving with the family and friends of Joanna Wheaton and those injured in the accident. While grieving, it is refreshing to see the community come together in the middle of a tragedy. She also recognized the fatal accident that occurred the prior week. She expressed an interest in trying to find ways to provide more safety at the policy level.

Councilmember Shimoni expressed his sadness for the tragedy that took the life of Joanna Wheaton and injured many others. He recognized Jo and her involvement and contributions to the community. More needs to be done in terms of safety for cyclists, and he would like to see a review of practices in how the city builds to accommodate community growth and look at areas of concern where collisions occur regularly. Speed limits need to be adjusted, more and better signage is needed, and distracted driver laws need to be addressed more proactively. He requested a FAIR to have a community conversation about pedestrian and bicycle safety.

Councilmember Sweet thanked the Council for their comments. She expressed her own sadness around the event and offered condolences to the friends and family of the victims. She noted that there are multiple fundraisers occurring throughout town to help with medical bills and funeral expenses.

Mayor Deasy stated that the incident is a wakeup call to the community and a call to action for the Council. He believes that staff has heard the will of the Council and hopes that the topic can be brought to Council more expeditiously than through the FAIR

process.

He wished everyone happy pride month.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held June 1, 2021, adjourned at 7:37 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 June 1, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 9th day of September, 2021.

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JUNE 8, 2021
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
11:00 A.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 11:01 a.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, moved to recess into Executive Session.

Vote: 7 - 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. Magistrate Reappointments

B. 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 June 8, 2021, reconvened into Open Session at 2:47 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, JUNE 8, 2021
CITY HALL STAFF CONFERENCE ROOM
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session of June 8, 2021, to order at 3:00 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 Vice Mayor Daggett 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.

Karin Wasack, Shawna Heinious, Scott Heinious, and John Daley addressed Mayor and Council about pedestrian and bicycle safety.

They encouraged Mayor and Council to:

- Create more protected bike lanes
- Prioritize clearing bike lanes
- Reduce speed limits
- Reallocate funds from Props 419 and 420 for bicycle safety improvements
- Improve bicycle infrastructure

Written comments were submitted by Corryn Smith urging Council to not re-allocate voter approved funding from Propositions 419 and 420.

Written comments were submitted by Rose Houk urging Council to re-allocate voter approved funding from Propositions 419 and 420 for bike and pedestrian safety projects.

5. Review of Draft Agenda for the June 15, 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: Two Spirit Day

Mayor read and presented the Two Spirit Day proclamation to Holly Figueroa. Ms. Figueroa thanked Mayor Deasy for the proclamation and shared the importance and history of Two Spirit individuals.

7. <u>Recognition:</u> Sean Kugler for work on Commission on Disability Awareness Accessibility Audit

Mayor Deasy read and presented a letter of recognition and appreciation to Sean Kugler.

Mr. Kugler thanked Mayor Deasy for the recognition.

8. Honoring Community Member, Mr. Darrell Marks, for national recognition from the John F. Kennedy 2021 Profile in Courage Award (COVID Courage).

Coordinator for Indigenous Initiatives Rose Toehe recognized Mr. Marks for the national award he was given. She briefly reviewed the components of the recognition and presented Mr. Marks with a Pendleton blanket. Mr. Marks and his son Machaias Marks thanked Ms. Toehe and the City for the recognition.

Mayor Deasy and Councilmember Shimoni expressed gratitude to Mr. Marks and the work he has done within the community.

9. Criminal Justice Coordinator Council (CJCC) Update

Public Works Director Andy Bertelsen introduced Thomas Eberly, Program Director for Justice Management Institute, who provided a PowerPoint presentation that covered the following:

COCONINO COUNTY CJCC TECHNICAL ASSISTANCE PROJECT
BACKGROUND OF THE COCONINO COUNTY CJCC
THE JUSTICE MANAGEMENT INSTITUTE
PROJECT GOAL
PROJECT OBJECTIVES
PROJECT COMPONENTS
CJCC ASSESSMENT
ESSENTIAL ELEMENTS ASSESSMENT SUMMARY
CJCC RECOMMENDATIONS #1-6
RECOMMENDATIONS #7-13
RECENT ACTIVITIES
CJCC ACTIVITIES

Councilmember Shimoni thanked Mr. Eberly and the CJCC for the work being done in the community. He stated that he is looking forward to the work ahead and thanked Council for their support with funding the joint position.

Mayor Deasy also offered gratitude and that he is looking forward to the work ahead.

10. Update regarding Flagstaff's 10 Year Housing Plan

Housing Director Sarah Darr introduced Affordable Housing Advancement Project Manager Leah Bloom who provided a PowerPoint presentation that covered the following:

10 YEAR HOUSING PLAN UPDATE
HOUSING EMERGENCY DECLARATION
PUBLIC PARTICIPATION PLAN
INFORMAL WORKING GROUPS
INCLUSIVE INFORMAL WORKING GROUPS
VOLUNTEER TIME IN 4 MONTHS
NEXT STEPS (JUNE – SEPTEMBER)
OVERARCHING DRAFT GOALS
SHARED GOALS – DRAFT
NEIGHBORHOOD & EQUITY DRAFT GOALS
HOUSING & SUSTAINABILITY DRAFT GOALS

HOUSING & HEALTHCARE DRAFT GOALS
ZONING & LAND USE DRAFT GOALS
TIMELINE MOVING FORWARD

Vice Mayor Daggett expressed gratitude to the Commission and the volunteers for all their time and effort.

The following individuals commented in support of the 10-year Housing Plan:

- Nicole Ellman
- Tyler Denham
- Duffie Westheimer
- Khara House
- Bastien Andruet

The following comments were received:

- Volunteers and experts have poured their time into developing the plan.
- Affordable housing issues are not new to Flagstaff.
- You can make tangible differences through the plan.
- The cost of living is 33.5% higher than other areas.
- Grateful to Council for recognizing the need for the housing plan.
- Please support the plan.
- The time is now to implement meaningful change.
- The plan is meaningful, thoughtful, and deliberate.
- This is an extremely complex issue and the plan needs to be broken down into other units based on needs and income levels.
- Affordable housing works best when integrated into all areas.
- A majority of households are housing burdened.
- Exclusionary zoning drives up construction costs.

A written comment in support of the 10-Year Housing Plan was submitted by Moses Milazzo.

Councilmember Shimoni stated that he is impressed with all the work that has gone into developing the plan and he looks forward to a possible ballot initiative in 2022.

Councilmember McCarthy expressed frustration that many houses, especially new construction, are being occupied by people would do not live in Flagstaff full time. There is not much that can be done about it but it is something that significantly contributes to the housing shortage.

A break was held from 4:50 p.m. through 5:00 p.m.

11. Discussion and Direction on a Flagstaff Prevailing Wage Ordinance

Mr. Clifton stated that the item is on the agenda in light of recent action at the state legislature.

Management Analyst Chris Rhode provided a PowerPoint presentation that covered the following:

PREVAILING WAGE
MINIMUM WAGE VS. PREVAILING WAGE
FEDERAL PREVAILING WAGES
STATE PREVAILING WAGES

PREVAILING WAGES IN ARIZONA
LOCAL PREVAILING WAGES IN ARIZONA

Mr. Solomon stated that there has been discussion about ARS 34-321 and preempting cities from enacting a prevailing wage.

Matt Capalby addressed Council on behalf of the Southwest Region of Carpenters in support of enacting a local prevailing wage. He stated that it provides increased oversight of how funds are paid on projects and provides a minimum wage for skilled workers that is equivalent to their experience.

Joe Galli on behalf of the Greater Flagstaff Chamber of Commerce addressed Council stating that the Chamber will be watching the matter closely. He expressed concern about wage mandates from the government and how they can skew the labor market and the cost for projects which can drive up the bottom-line costs.

Mayor Deasy stated that the ordinance is not a mandate toward private industry but rather what the city is paying for public contracts. Currently, contracts go to the lowest bidder and without standards, this can incentivize bidders to cut corners to come in low. He stated that the Davis Bacon Act reduces construction workers living in poverty by 30% and there is a 30% increase in productivity in communities that have a prevailing wage. A prevailing wage can also reduce wage disparity for women and people of color. He would like to take the city to the federal standards for wages and credentials for city contracts.

Mr. Solomon stated that if there is direction from the Council to move forward there will need to be additional legal research and an executive session on the matter.

Mayor Deasy stated that the research may take time and Vice Mayor Daggett stated that she would like additional information in advance of a future discussion.

A majority of Council is supportive of moving forward with a possible ordinance.

12. Public Participation

None

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

Vice Mayor Daggett requested that when the presentation about planned bike and pedestrian projects comes forward that it include how much funding is available through the transportation tax and identify any discretion there may be within Proposition 419.

Councilmember McCarthy reported that he attended the Metro Plan meeting as well as the Transportation Commission meeting.

Councilmember Salas reported that she also attended the Metro Plan meeting and shared that the Greater Flagstaff Regional Assessment identified pedestrian and bike projects as the top priority in terms of urgency, magnitude, and regional impact. Federal grants in the amount of $5.6 million has been awarded for pedestrian and bike projects within Flagstaff and the FMPO jurisdiction.

Councilmember Shimoni reported that the 911 diversion group met and are working on

creative solutions to connect people to the Crisis Resource Network. He reported that there was a candlelight vigil last week for Joanna Wheaton. He is looking forward to the upcoming bike and pedestrian safety discussion with the community. He reported that he attended the meet in the street event with the County to discuss concerns and updates on the potential for flooding and mitigation efforts resulting from the Museum Fire. Lastly, he asked for Council support to represent the City on the Block Chain and Cryptocurrency Committee.

Mayor Deasy reported that he held his first office hours last Friday and he is looking forward to continuing the meetings on the first Friday each month. He noted that there are interesting ways that cities have painted their crosswalks in a three-dimensional way to encourage traffic to slow down. Lastly, he stated that there are a number of elderly people in the community that are not ready to enter a nursing home but are lacking in mobility and ability to do some things. There are programs rolling out in other cities where college student lives with elderly people to help them in exchange for reduced rent. It is an interesting program that might warrant research.

14. Adjournment

The Work Session held June 8, 2021, adjourned at 5:41 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL SPECIAL WORK SESSION
TUESDAY, JUNE 22, 2021
CITY HALL STAFF CONFERENCE ROOM
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Special Work Session held June 22, 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 attendees recited the pledge of allegiance and Councilmember Salas 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.

None

5. Transportation Commission, Bicycle Advisory Committee and Pedestrian Advisory Committee Updates

Transportation Engineer Jeff Bauman introduced the Chair of the Transportation Commission Julie Leid, the Chair of the Pedestrian Advisory Committee Brandon Cruickshank, and Chair of the Bicycle Advisory Committee Mark Haughwout. Ms. Leid provided a PowerPoint presentation that covered the following:

TRANSPORTATION COMMISSION PEDESTRIAN & BICYCLE COMMITTEES
TRANSPORTATION COMMISSION MEMBERS
CHAPTER 2-12 ENABLING LEGISLATION
FUNCTIONS OF THE COMMISSION
RECENT TC AGENDA ITEMS
CURRENT TC AGENDA ITEMS
ACTIVE TRANSPORTATION MASTER PLAN
PAC INTRODUCTION

Mr. Cruickshank continued the presentation.

PEDESTRIAN ADVISORY COMMITTEE MEMBERS
PAC HIGHLIGHTS
FUTS MASTER PLAN

Mr. Haughwout continued the presentation.

BICYCLE ADVISORY COMMITTEE MEMBERS
BAC HIGHLIGHTS
BAC – BIKEWAYS
BAC HIGHLIGHTS

Ms. Leid concluded the presentation.

SPECIAL RECOGNITION – JACK WELCH
LOOKING AHEAD

The Council expressed their appreciation for the presentation and updates.

Vice Mayor Daggett stated that speeding is one of the reasons that road size should not be expanded. She would like to see separated bike lines if roads are expanding. She would also like to see bike and pedestrian infrastructure take priority over vehicles with every project

containing complete bike and pedestrian components.

Councilmember Aslan stated that he would like to see a reprioritization of multi-modal transportation with every new street design incorporating appropriate bike and pedestrian infrastructure. Rather than widening streets, the focus should be on creating greater connectivity to lessen congestion. Enhancing bike and pedestrian pathways will encourage more people to bike or walk and reduce the number of vehicles on the roadways.

Councilmember Shimoni noted that the Transportation Commission can be very helpful with the public outreach efforts for the Alternative Transportation Master Plan (ATMP). Creating a fully connected FUTS system will encourage biking and walking. He would like to see all city developments paused to make sure biking and pedestrian safety are at the heart of all the plans. The roads are too wide which is why speeding is an issue.

Councilmember Sweet agreed that right-sizing roads rather than widening is important. Every project should contain multi-modal components. She also noted that having dedicated bus lanes would encourage more bus riders and reduce the number of vehicles. She advocated for connected FUTS trails and better signage for drivers to be aware of cyclists.

Councilmember Salas stated that integrating open space and trails is integral for safety and getting people on bikes. She noted that MetroPlan is a multi-agency transportation planning group, so the challenge is to influence leadership at the county and state levels to increase awareness of multi-modal transportation especially along Milton and Hwy 180.

Councilmember McCarthy stated that any new project or modification on a street needs to take into account bike and pedestrian safety. He noted that a pedestrian bridge over I-40 is a project that should be considered. He also indicated that better connectivity is needed on the FUTS trails.

Mayor Deasy added that he would like to see programming developed that focuses on educating young people about bicycle safety. He would like to see what opportunities there are for things such as three-dimensional painting for crosswalks and to bring back the safe routes to school program. He indicated that he would like to hear from commissions as to what programs exist in other communities and how they are working.

6. Petition - Lack of Safe and Accessible Bicycle and Pedestrian Infrastructure in Flagstaff

City Engineer Rick Barrett provided a PowerPoint presentation that covered the following:

CITIZEN'S PETITION – ACK OF SAFE AND ACCESSIBLE BICYCLE AND PEDESTRIAN INFRASTRUCTURE IN FLAGSTAFF
OVERVIEW OF PETITION

Multi-Modal Transportation Manager Martin Ince continued the presentation.

ATMP CAPITAL PLANNING
FOUNDATIONS IN COMMUNITY PLANS
ACTIVE TRANSPORTATION MASTER PLAN AND THE CARBON NEUTRALITY PLN
PROP 419 PED-BIKE PROJECTS
PED-BIKE PROJECT FUNDING
PROJECT DEVELOPMENT/PRIORITIZATION
PROCESS/COMMUNITY ENGAGEMENT
PRIORITY FACTORS

SOCIAL FACTOR
TOTAL INFRASTRUCTURE NEEDS
FIRST PRIORITY INFRASTRUCTURE NEEDS
PED-BIKE IN 419 ROADWAY PROJECTS
SIDEWALK PRIORITY MAP
FUTS TRAILS PRIORITY MAP
ENHANCED CROSSINGS MAP
BRIDGES AND TUNNELS MAP
PROJECT LISTS
FIRST PROJECTS MAP
BIKEWAYS PLAN
SEPARATION PRINCIPLE
TYPES OF CYCLISTS
BICYCLIST PREFERENCE
BIKEWAYS HIERARCHY
BIKEWAYS HIERARCHY MAP
WHAT IT MEANS
BIKEWAYS FACILITIES MAP
PICTURE EXAMPLES
FIRST PROJECTS BIKEWAYS
CITIZEN PETITION
CITIZEN PETITION MAP
COMPARE TO BIKEWAYS PLAN
OTHER CANDIDATE STREETS
POTENTIAL PILOT STREETS MAP
DESIGN OPTIONS
    METAL RAILING + CANDLESTICKS
    CONCRETE BARRIER
    CURB OR MEDIAN
BALANCE BETWEEN OPTIONS

Councilmember Shimoni asked if there are cost estimates for the options. Mr. Ince stated that the rough estimate for the candlesticks is about $100,000 per mile. Staff is working with the company that provides the metal railing and expect to hear back from them shortly. They anticipate the metal railing will cost more than the candlesticks and the concrete even more than that. With the direction of Council, they will continue gathering that information.

Mayor Deasy stated that he would like to understand the impact candlesticks and metal railings will have on snowplow operations. Mr. Ince stated that the candlesticks will likely not survive snowplowing and would need to be regularly replaced. They have been told that the metal installation will withstand snow plowing but the greater impact will be that the plows will push snow into the bike lane and then specific equipment will be needed to remove the snow from the bike lane.

Mr. Barrett continued the presentation.

ACCELERATE PROJECTS
419 REALLOCATION
REDUCE SPEED LIMITS

Councilmember Shimoni asked if it is possible to explore widening Butler Avenue to three lanes and integrating a cycle track option for the fourth lane. Mr. Barrett stated that it is something that could be included in the design discussions. It is a good time to put ideas on the table as the design process has not yet started.

Mr. Solomon stated that based on what is heard from Council, he will be scheduling a follow-up Executive Session to discuss the ballot language, voter directive, and the publicity pamphlet information and how they relate with the components of the citizen petition.

A break was held from 5:31 p.m. through 5:40 p.m.

The following individuals addressed Council in support of the citizen's petition:

- Sam Meier
- Anthony Quintile
- Karin Wadsack
- John Dailey
- Scott Heinsius
- Alicyn Gitlin
- Heidi Larson
- Shawna Heinsius
- Dan Dunn
- Michele James
- Anthony Garcia
- Sarah Andrews
- Michael Colin Caulkins
- Nora Timmerman
- Jeff Meilbeck
- Dina Barnese
- Susan Hueftle

The following comments were received:

- It is time to support improved bike and pedestrian infrastructure.
- Physical separation of bikes and vehicles should be done whenever possible.
- Consider bike specific traffic signals.
- Bikeways need to be cleared in a priority manner.
- Cyclists must navigate increasingly distracted drivers.
- Please implement infrastructure improvements as soon as possible.
- Changing the planning process will inconvenience drivers so there will likely be a lot of pushback.
- Spending money on roads is not in line with the priorities of bike safety.
- Explore the latitude within the ballot measure; if the flexibility is not there, hit the pause button and take it back to voters.
- Flagstaff must set the example on bike safety.
- There is money available and bike and pedestrian infrastructure should be given increased priority for funding.
- Bike and pedestrian infrastructure supports and compliments the Carbon Neutrality Plan.
- Drivers need to be held more accountable for traffic infractions.
- It is time to make bike and pedestrian safety a priority.
- Support the ATMP and make Flagstaff the best it can be.
- The plan exists, it is time to implement it.
- Please do this sooner rather than later; people deserve to have the ability to go anywhere in the city safely.
- Implementation of the ATMP is important for improving safety and moving forward with carbon neutrality goals.
- Move forward immediately with the short-term pilot projects.
- Bring ideas to commissions; the Beautification and Public Arts Commission recently discussed securing funding from beautification to create safer bike and pedestrian

infrastructure.
- Re-allocate money to biking infrastructure.
- MetroPlan developed a list of projects for funding and bike and ped projects were the top priority.
- Once the ATMP is adopted, MetroPlan will support and further the goals of that effort.
- More signage is needed to indicate where bike lanes are and shared bike lanes.
- Education for cyclists is needed on how to properly bike in traffic and education for drivers on how to share the road.
- Bike facilities cost less than vehicle facilities.
- Repainting of sharrow marks is needed along with reflective stripes on FUTS.

Written comments in support of the citizen's petition were submitted by the following:

- Nicolaus Hawbaker
- Jeff Meilbeck
- Rob McPherson
- Jessie Bersson
- James Bailey
- Travis Brown
- Michael Murphy
- Austin Smith
- Moses Milazzo
- Hannah Caproon
- Elizabeth Gehret
- Macy Mouritsen
- Stacy Stumpf
- William Ambrose
- Hannah Green
- Rose Houk
- Geoffrey Whittaker
- Kyle Colavito
- Adam Harrington
- Heidi Larson
- Sage Nelson

Vice Mayor Daggett asked Mr. Solomon to put information together in preparation for an Executive Session. She specifically asked about methods available to alter speed limits without a study and the discretion of Proposition 419 funds and how they are spent. She stated that she would like to see more bike and pedestrian projects coming forward even if that means other projects have to be postponed. Every project that comes forward should have sidewalks and bike facilities as a priority.

Councilmember Shimoni indicated that he would like to see the right sizing of roads that incorporate bike and pedestrian needs. All city roads must accommodate public safety needs and improvements that increase the likelihood of surviving an accident. He would like to see a foot taken from each lane and a bike lane installed with the metal and candlestick barriers. He would like staff to come back with options for short-term integration.

Councilmember McCarthy agreed that bike and pedestrian safety needs to be prioritized. There should be separated bike lanes wherever possible. The FUTS system needs to be completed and connected so people can get across the city without needing to enter into traffic. Reducing the speed on Butler makes sense but 25 miles per hour seems too low for an arterial road; an analysis is needed to evaluate options. More signage is needed regarding shared lanes and the ability for cyclists to take the lane.

Councilmember Sweet stated that she would like to see all projects prioritize increased safety for all users with roads that benefit all who want to use them. Roads need to be right-sized to encourage slower speeds.

Mayor Deasy stated that he likes the idea of utilizing the candlestick approach, but he is concerned about the cost of having to constantly replace them; he would like to see a more permanent solution to maximize the funding available. He suggested that candlesticks be used as a pilot in certain areas to see how they perform and then look for a more permanent solution more widespread.

Streets Director Scott Overton added that there will be an impact on snow operations, and they will need to change how things are done. They are committed to conversations and finding solutions that will work for everyone.

Councilmember McCarthy stated that an analysis is needed to look at the costs for all the options, how snow would be addressed, any other safety concerns, along with public acceptance. There are trade-offs with all the options, and he wants to better understand the impacts before making any decision.

Councilmember Aslan shared concern about the speed at which the discussion is moving. Safety is important, as is integrating bike and pedestrian infrastructure, but moving too fast may create unintended consequences. The ideas presented are worthwhile but in order to do it right and implement them effectively, it will take analysis and community buy-in.

Mayor Deasy suggested using the $25,000 Council Initiative funding to get barrels, potted plants, and haystacks to use to block off two lanes of Fourth Street to pilot a dedicated bike lane on both sides.

Councilmember Aslan stated that a pilot project is appropriate to get a feel for what the public reception is. He is concerned about the rush and believes that it is best to allow staff to put something together, so it is done right.

Vice Mayor Daggett stated that the prioritization should be related to already-planned infrastructure projects that are related to bike and pedestrian safety. With regard to the use of the $25,000, if staff can develop a project that could be implemented in a short timeframe then she is willing to consider something.

Councilmember Sweet stated that she is open to the $25,000 being used for a project that could get the community involved and create change. She would like to see what options are available before giving direction.

Councilmember Salas agreed that pedestrian and bike infrastructure should be prioritized but it should be done holistically with data, analysis, and recommendations from the experts. It is important to engage with the community to get buy in on projects. She indicated that she will rely on staff recommendations for the use of the $25,000; there has been a request from the Flagstaff Trails Initiative for the use of these funds as well as a desire to support victims of the accident.

Councilmember Shimoni stated that he supports the Mayor’s idea and he feels that it should be done before Council goes on summer break. He would like to see staff come back with options and ways to make things happen right now and speed up the projects in the ATMP.

After further discussion the Council expressed support for the following:

- Staff to come back with information on the cost to implement the methods for separated

bike lanes.
- Research the ability to reallocate funds within Proposition 419.
- Research the ability to waive or amend the code to adjust speed limits.
- Research three-dimensional artwork for pavement markings.
- Researching different intersection designs based on accident data.
- Converting bike and pedestrian components into new roads and focus on right-sizing roads.

There was not Council support to pause current projects to evaluate bike and pedestrian components.

Council also supported adding a Special Meeting to the June 29, 2021 Work Session to take action on the use of the Council Initiative Fund.

7. Public Participation

None

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

Mayor Deasy thanked all the firefighters on the front line working the Rafael Fire. He encouraged people to sign up for Coconino County Alerts so they are informed of any Ready, Set, Go, status updates. He stated that with the increased smoke in the area, there are KN95 masks available at City Hall for those who may need them.

Councilmember Shimoni encouraged people to follow the Coconino County Facebook page for current information. He also thanked the firefighters in the region. He requested a FAIR item to discuss unsheltered and vulnerable populations with the closure of the forests and the anti-camping ordinance.

Councilmember Salas stated that the City had entered into Stage 4 fire restrictions and people can find more information on the website and Facebook. She stated that there is a plan in place with Coconino County Health and Human Services for displaced citizens within the evacuation areas and that Catholic Charities, the Salvation Army, and Flagstaff Shelter Services are responding to the needs of those who are experiencing homelessness. She also reported that she will be attending the upcoming National Association of Workforce board meeting.

9. Adjournment

The Special Work Session held June 22, 2021, adjourned at 5:41 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	09/03/2021
Meeting Date:	09/07/2021

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
Budget Transmittal Letter
Capital Project Map
September 2021 Capital Report
Sustainability Monthly Report

City Manager's Report

September 3, 2021

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

- City Manager's Budget Transmittal Letter
- Sustainability Monthly Report
- Capital Improvements Monthly Report

Fire Department

The FFD has a longstanding tradition of buying ice cream for your crew when a member has a first- time experience on a call. Recently ice cream was bought…

On August 29th the members of Engine 4 on C shift were called to rescue a dog who was 'stuck on a roof'. Firefighters laddered to the roof and had to get creative to help an agitated Gracie, the large pit bull, back through the window from where she had leapt through to escape. As the photo reveals, rescuing Gracie was no easy feat and required some degree of finesse. Props to the bravery and success of the pet-loving firefighters. Gracie is now back in the comfort of her home.





Crews from FFD, Highlands Fire District, and Summit Fire and Medical District practiced training where they had to rescue victims from a second story window at night. This probably was an easier undertaking than rescuing stranded pit bulls from roof tops … just saying.

This just in! Kyle Denham has been designated as a Fire Officer from the Center for Public Safety Excellence. The Fire Officer credential is a sign of an individual's commitment to professionalism and professional development. Designated officers are often described as being progressive and well-rounded. Part of the reason for this is the holistic scope of the CPC model. It looks at the "whole officer", focusing on seven components that cover the span of an officer's experience: Education, Experience, Professional Development (training and certifications), Professional Contributions and Recognitions, Professional Memberships and Affiliations, Technical Competence, & Community Involvement.



Well done, Kyle Denham! Well done.

Human Resources

There are many things in play, with a bit of a short-staffed team, who themselves are trying to help recruit candidates to fill our many short-staff teams. Of note:

- Finalizing temporary pay plan for budget team review.
- Beginning implementation and set-up for Multi-Skilled Workers Step Pay Plan (it was represented to Council and to staff that this would be concluded by November of this year … we are on track).
- Human Resources has been providing extra assistance working on recruitment with so many vacancies open (see narrative in Manager's Budget Transmittal Letter re recruitment challenges).
- Human Resources has been rolling out training for the online training tool – LEARN. It is a great tool with classes already included in the training library, but also can be expanded with City specific training. Very cool.
- Working with IT to create electronic workflows using OnBase.
- Working with Employee Advisory Committee representative to identify what benefits are most important to retaining City employees.

Police Department

FPD has been working with the Budget Team and Human Resources to address the critical staffing levels in the Communication 9-1-1 Center. Staffing is critically low, and many creative and resourceful measures are being implemented to help fill seats in the Dispatch Center. Stay tuned.

Check out the following uplifting messages were sent to the Flagstaff Police Department about the exemplary service provided by Flagstaff Police officers:

E-mail re Officer Jackson Potts:

Hi Chief -

I continue to hear about challenges facing FPD, so I wanted to take the time to write about something positive. Officer Potts embodies "Community Policing," and has become a true partner in our efforts to keep downtown safe and welcoming. He makes a concerted effort to be out of his vehicle, talks frequently to the FDBA and business owners, engages with visitors, all resulting in him being an integral part of the downtown community.

Sometimes, I know the Walking Beat officer is not thrilled with this assignment. However, Officer Potts has shown genuine interest in being downtown which is noticed and greatly appreciated. I recognize the pressure on FPD to keep a Walking Beat presence downtown, especially when the department is faced with staffing shortages.

As I know you are aware, the need to have an invested Walking Beat officer is critical to support downtown's economic vitality. Officer Potts has demonstrated his investment in downtown.

Thank you for taking the time to read this. Please share with Officer Potts' supervisors (I am not sure of his chain of command) so they are also aware of his exceptional service and our appreciation.

Terry Madeksza
Executive Director: Flagstaff Downtown Business Alliance

Posted on Facebook re Officers Custer and Cade:

earlier today i had to call for help and one of your officers came to my aid - my wife is sick and I needed to make sure she was ok.

the officer was kind... caring. and I deeply appreciate him doing everything in his power to keep the home calm

---

Posted on Facebook re Officer Medley:

Officer Medley helped me in a high stress and traumatic experience yesterday. He was so very kind and helpful. He had great advice and took the time to really step up and make sure I felt safe given the extent and nature of the crime.

I would love to see him recognized for not only his work but the manner in which he performs it. Thank you all for your service to keep Flagstaff safer.

Heather Brown

E-mail received from parents of a student re Officer Kallai and Detective Seay:

Chief Musselman.

My name is (name redacted for privacy) and I am a retired police officer from Bakersfield CA, my daughter is a student at NAU. Recently she had an incident in downtown Flagstaff where she and everyone else believed she had been raped. From the first responding officer to the detective handling the case and all the people in between I have never experienced such professionalism.

Officer A Kallai was the officer on scene and he is the type of officer a parent wants with their child during a time of crises. He was compassionate and caring; he did not judge he just did his job. He stayed with her until we arrived from Prescott. Detective M Seay took over the case and she also was a true professional. She returned every call we made and kept us updated. Due to the diligence of everyone involved we were able to determine that she was not raped which is a huge weight off all our shoulders.

Chief you should be proud of these officers and the way they represented the Flagstaff Police Department. In this day and age when the police are vilified at every turn your department shows what it means to protect and serve.

Respectfully,

E-mail received form School Security Officer Sifling:
Good Morning Chief,

I wanted to make you aware of the professional service that not only Coconino High School has received, but the entire school district from Officer Mike Worley. He has a special way of communicating with the students, parents and staff that makes them feel valued and understood. He is compassionate about what he does, and it shows with every contact. Officer Worley truly represents your department with honor and integrity. I wanted you to know how much he is respected and appreciated by the entire Coconino Administrative team.

Sincerely,
Michael Sifling

And, on another positive note, Pastor Nathaniel Bradford of Mountain View Church has accepted the position of being our new lead Chaplain. He will be making the rounds over the next month or so getting to know our folks. We welcome Pastor Bradford!



Public Works

- The Sinagua Middle School was awarded a research permit to investigate decomposition processes, water quality, and macroinvertebrates at Picture Canyon Natural and Cultural Preserve. Students will temporarily install a number of leaf packs in the Rio de Flag enabling students to explore energy flow in ecosystems, biodiversity, and water quality. Students will learn to identify species of invertebrate decomposers and observe the conversion of matter and energy from dead to living organisms. The Open Space Program is excited to continue this long-standing partnership for its eighth year. (pictures below)





- Hauling operations continue to move debris from the Museum flood event clean up to the Cinder Lake Landfill. It is anticipated that we are now over 800 tons of debris has been removed and hauled in the last six weeks.

- Fleet Services enjoys the opportunity to freshen up the City's Fleet at the request of City Programs. These pictures are of one of Angel Baca's crews' trucks, updating their program name and City logo. It is obvious that they care about their image in our community. Way to go Engineering … very sporty!





- Close to 200 youth attended the Hal Jensen Recreation Center Back to School Bash on Friday, August 20. Youth learned about services, programs, and amenities of the center. Food and drinks were provided for free to all in attendance.





Community Development

Some updates here, and not an exhaustive list by any means.

Foundation for Senior Living (FSL)

Staff has been working with FSL on a final list of code exemptions that exceed staff's authority to approve. These exemptions, per code, need to be brought back to Council for approval. Staff's efforts are in trying to get the project as close to Code as possible.

The project is tracking on a schedule established by FSL, and FSL is complimentary of staff's efforts. Looking at Site Plan Approval this month or next. Once Site Plan is approved, staff will put the final list of requested exemptions/variations from code FSL needs to proceed with the staff approved site plan. The applicant has indicated that the plan is to finalize the desired lot split and legal descriptions (to support the City's parking structure, before FSL will be at the table to discuss points of the needed IGA. Stay tuned.

In-N-Out Burger

The applicant has continued to proceed concurrently with work on their site plan with the City and traffic mitigation with the State Dept of Transportation (ADOT).

The applicant is applying pressure on the City to advance the city's process by allowing them begin construction in advance of them designing and beginning construction on those ADOT mitigation measures. Hold the fries! Staff is reluctant to see construction commence until these measures are addressed and has so advised the Applicant. Stay tuned.

Downtown Connection Center (DCC)

Efforts of this team will be to ensure that in balancing all the proposed developments on this parcel, the public parking component is represented at the table through all the future planning steps of Concept Plan approval, CUP approval, Site Plan approval (likely a site plan for Phase 1 and one for Phase 2), and an IGA. The Concept Plan contains both phases of the project and is expected to be approved very soon. Stay tuned on this very important project, and thanks to Mountain Line for their participation and responsiveness.

Recent Events and Meetings

Many staff and elected officials participated in the 4th Annual Community Welcome last week. The following thank you letter is from Valeria Chase. Valeria herself deserves a huge thanks for helping to orchestrate this important event.

> *I would like to sincerely thank you for your participation on the 4th annual Community Welcome walk! This year, over 40 volunteers met with 240 residents and visited over 370 homes. Neighbors were happy that we made personal connections with them, shared helpful information, and loved on their pets. I am excited to see how our efforts help make a difference in the neighborhoods.*
>
> *Many volunteers expressed how much they enjoyed connecting with their teams, welcoming back students, and getting out in the community after a long time. I appreciate your enthusiasm and cannot thank you enough for taking time out of your busy schedule to volunteer. I look forward to your participation at the 5th annual Community Welcome walk next year. Without your help and dedication to both NAU and the Flagstaff community, this event would not be possible.*
>
> *Thank you for helping make Community Welcome a successful event!*



> *Sincerely,*
> *Valeria Chase | Program Manager*
> *Off-Campus Life & Neighborhood Liaison*

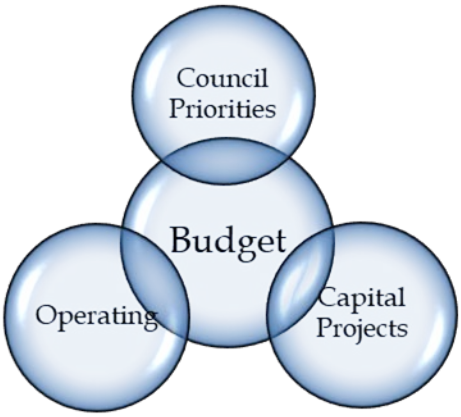
That is all for now, Council. Onward and upward …



Fiscal Year 2021-2022 Manager's Budget Transmittal Letter
Executive Summary

Mayor, Vice-Mayor and Council:

I am pleased to present the City of Flagstaff Fiscal Year 2021-2022 budget totaling $388.8 million for your consideration. While we are required to prepare a budget annually per our City Charter, the annual budget is much greater than an articulation of the City's financial resources. It is a comprehensive snapshot of the current City organization, informed by past trends and influences, while at the same time looking to emerging priorities and visions for the future. The budget formulation is an integration of policy and administration, bringing Council and staff together over numerous meetings and retreats that span several months.



In a very simplified and conventional description, the budget is comprised of three significant components – Council priorities, operating services and programs, and capital projects, as depicted in the model:

Priority Based Budgeting

In 2019, the City embarked upon a new budgeting concept that will be based upon priorities to guide resource allocation. Priority Based Budgeting (PBB) is a multi-year process and its implementation over time will significantly change conventional budgeting methodology. The City Council and staff members collaboratively created a map of the City's priorities, staff created an inventory of programs, assigned costs, and scored them against the City's priorities.

In early 2020, the Budget Team worked with organizational divisions to incorporate PBB data into the City's increased funding request process by asking divisions to link their requests to specific City priorities. This process allowed for a new lens that Council and the Budget Team used to analyze budgetary requests and served as a first step in incorporating PBB into the City's budgeting process. As the budget process for the future fiscal years ensues, more emphasis will be placed upon costing and scoring the entirety of City programs to align with the stated priorities as the multi-year implementation continues.



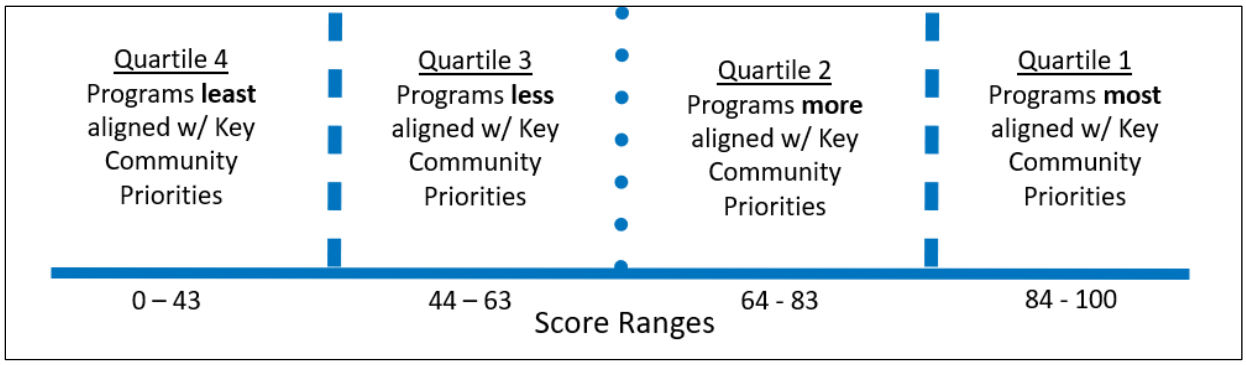
The Key Community Priorities are provided below. Public vetting of these and other emerging priorities will continue to occur in the early stages of the budget process, likely on a bi-annual basis.



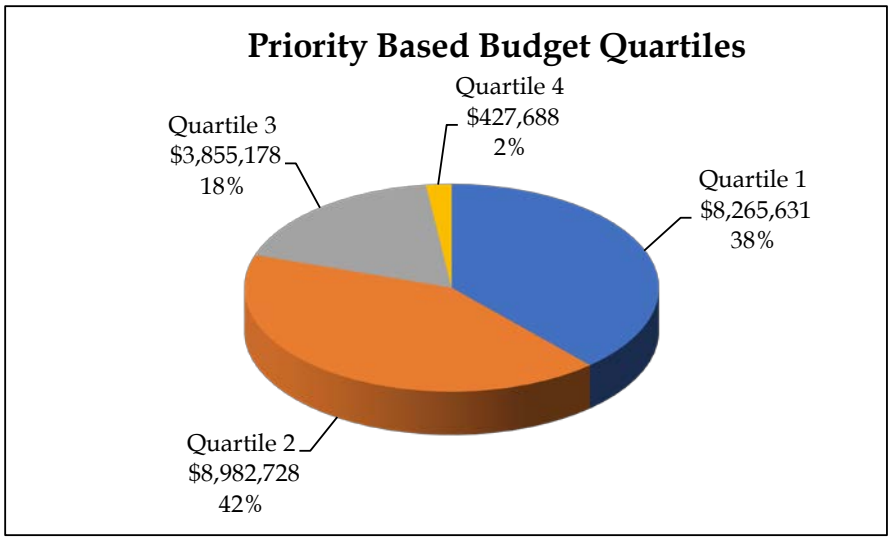
Scoring

After the creation of an overview of services offered by the City ("program inventory"), line-item costs are allocated to relevant programs and each program is scored based on how well it aligns with and supports the City's seven Key Community Priorities as depicted above.

After weighting program scores and normalizing them out of 100, four quartiles are created based on average scores. Programs in Quartile 1 are therefore the highest scoring and most strongly align with and support Flagstaff's Key Community Priorities. Programs in Quartile 4, conversely, have scored relatively low and are least aligned with the Priorities. Viewing programs in this way allows for data-based resource allocation decisions and opens the door to discovering partnerships, efficiencies, and trade-offs to use funds in the most effective way possible.



The FY 2021-2022 budget includes the following proposed expenditures by Priority Based Budgeting quadrants, totaling over $21.5 million. It is notable, and certainly expected, that the highest two quartiles as ranked align with the highest percentages of proposed expenditures:



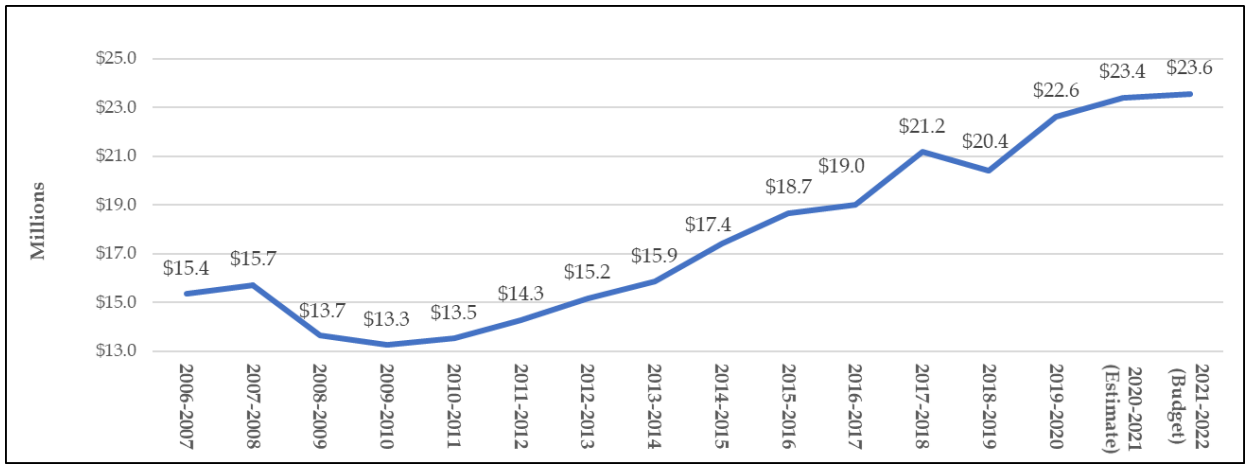
Economic Condition

The Flagstaff economy can perhaps best be measured by four indicators - sales tax, Bed, Board and Beverage (BBB) tax, state shared income tax and the construction industry. There are three types of sales taxes in Flagstaff. The first is a 1% tax on all general sales except food. Revenues from these sales support General Fund operations.

As a general comment, local economic conditions, based upon these indicators, have shown several years of steady improvement since the "Great Recession", but as evidenced in the below graph, the City started to see a decline of sales tax revenues in FY 2018-2019. This may be attributable to different factors, including more online auto sales, a fluctuating construction industry and the preemptive collection of sales taxes by the State, replacing that of local collection in 2017. In 2019, the Arizona Auditor General determined that the Department of Revenue was auditing significantly fewer businesses and not consistently monitoring required business licenses. The City has recently budgeted for increased staffing to help backfill these reduced services, in hope to bring about better compliance.[1]

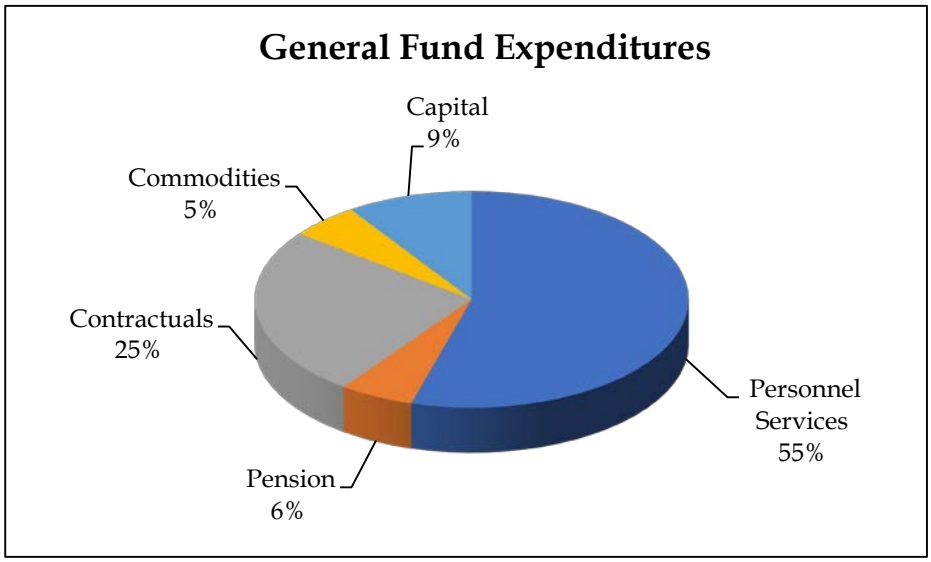
The forecasted sales tax revenues for FY 2021-2022 are conservative as the economy recovers from the COVID-19 pandemic. The recovery is indeed underway, as the City has implemented strident measures throughout the economic downturn through its Recession Plan, addressed below.

General Fund Sales Tax



[1] In 2019, the Arizona Auditor General determined that the Department of Revenue was auditing significantly fewer businesses and not consistently monitoring required business licenses.

In terms of General Fund expenditures, the below pie chart illustrates the various components, with labor and pension costs constituting the larger expenditures.



Economic Downturn

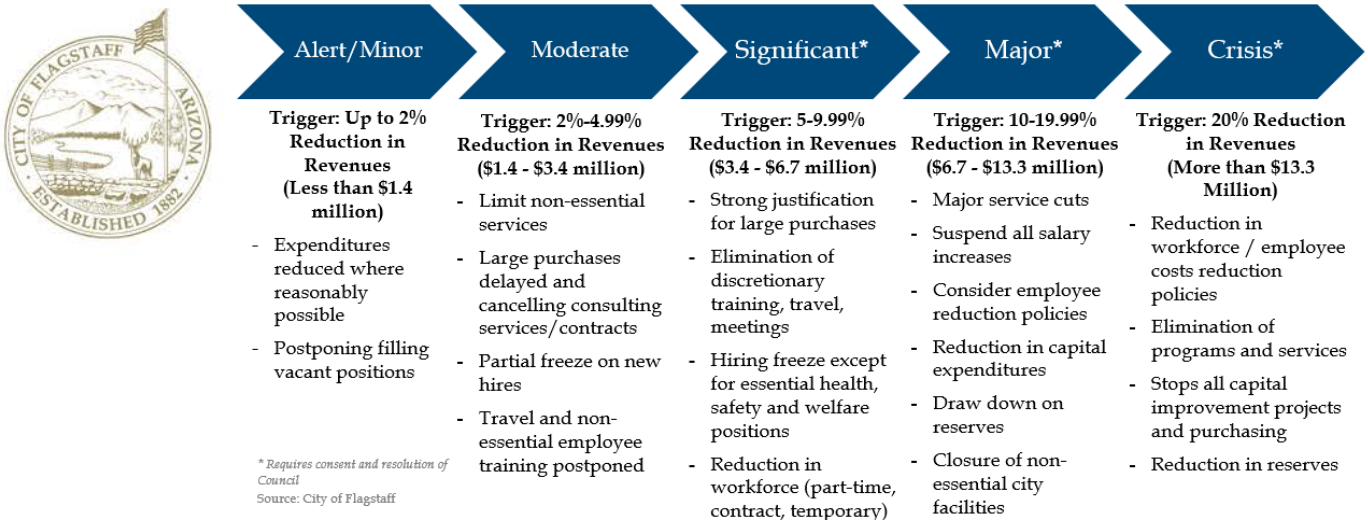
Largely attributable to the COVID-19 pandemic, an economic downturn commenced in March of 2020. The resulting stay-at-home directives that were implemented by Emergency Declarations at both the local and state level remained in place for remainder of 2020 and lingered into 2021. As of the time of this transmittal letter, COVID-19 restrictions are still in place but have been greatly lessened as vaccinations increase and transmission is reduced. The City remains under Phase III of its Re-Entry Plan, which translates into some restricted hours of operation at City facilities, capacity limitations and the emphasis to employees to work remotely when possible.

Revenues for FY 2019-2020 were approximately 1% below the original budget. FY 2020-2021 was estimated to continue to see declines in many of the City's major revenue categories. In forecasting revenue declines for FY 2020-2021, a methodology was employed that averaged three different economic recovery scenarios, which yielded a projected decline for the fiscal year.

Recession Plan

As noted in last year's transmittal letter, the City staff formulated a Recession Plan to help guide the City through economic downturns. This endeavor commenced in the Fall of 2019, and the resulting Recession Plan was adopted and implemented in April 2020. Fortuitously, the plan was in effect at the time of the economic downturn resulting from the COVID-19 pandemic.

The Plan is based upon five stages. Each stage represents an incremental severity in declining revenues – the first stage is relatively minor and is triggered by a decrease of up to 2%, while the fifth stage is quite severe and triggered by a decrease of greater than 20%. During the Great Recession, as one basis of measurement, the City of Flagstaff experienced a revenue decline of approximately 13%. Had the Recession Plan been in place, the fourth stage (major) would have been triggered. As summarized in the table, each stage within the plan has a series of increasingly stringent action measures to be pursued by the City to offset the revenue declines.



In April 2020, the City was in the second stage (moderate). This correlated with such measures as a recruitment freeze, cessation of unnecessary travel and training, and some delay of large purchases. In June 2020, the City Council agreed to the recommendation to advance to the third stage (significant). This was premised upon expected revenue declines in FY 2020-2021 between 5-10%, as noted in the Economic Condition section above.

The Recession Plan is nimble and can be implemented with quick action, proving to be a preferable approach than conventional budget adjustments and revised revenue projections. Scaling back the budget to meet anticipated revenue declines would necessarily equate to greatly reduced expenditures and quite possibly the implementation of drastic actions such as labor reductions. This in turn could not be reversed should the economic landscape improve mid-fiscal year. Utilizing the Recession Plan allowed for quick implementation of expenditure curtailment as needed. Conversely, should the economic landscape improve during the fiscal year, the Plan would allow for increased expenditures as budgeted. Such was the case in April 2021, when implementation of the Plan was scaled back to the Moderate Phase, allowing for some easing of the austere measures then in place. By June 2021, the City ascended to the Minor Phase.

PSPRS Unfunded Liability

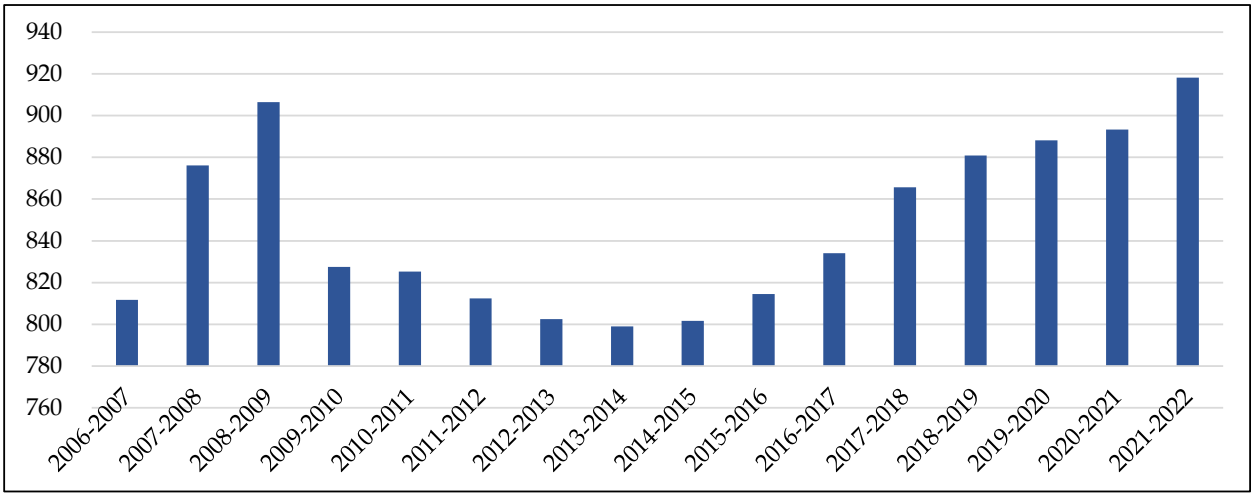
The transmittal letter of July 2020 provided a detailed narrative of the City's endeavor to finance, entirely, the unfunded liability of the public safety retirement pension. The Public Safety Personnel Retirement System (PSPRS) provides a statewide retirement system for public safety personnel, overseen by a board of trustees that oversee the system's policies, operations, and investments. Funding for PSPRS comes from employee contributions, employer contributions and net investment income. In 2019, the debt was approximately $112 million.

Some jurisdictions have successfully accomplished this to reach a higher funding ratio, enabling the realization of more investment earnings. The City safety pension plan accrues at an assumed rate of 7.30%, well above what the City might pay on refinancing the debt. In July 2020, the City did in fact close on the refinance, consisting of issuance of Certificates of Participation, at an aggregate interest rate of 2.68%. The difference between the interest earnings and the new debt service (7.30% - 2.68%) equates to substantial earnings for the City over time. Additionally, the fixed debt service now constitutes a manageable component of the City's General Fund expenditures. The amortization schedule for this refinanced debt was reduced by eight years (payoff in 2040 rather than 2048).

With annual fixed debt service payments significantly reduced, the shortened amortization schedule, and the increased earnings on the investment now paid in full, the City realized a present net value savings of approximately $76 million.

Organization

The following depicts the size of the City organization in full-time equivalents (FTE), prior to and after the Great Recession. As shown, the organization has remained relatively flat in terms of employee growth in recent years. With the City's emergence from the recent economic downturn of FY 2020-2021, the City is now able to address staffing needs. As budgeted, the City will now see its FTE count increase to a level above what existed prior to the Great Recession.



In terms of the reporting structure of the organization, the City Council has three direct appointments - City Attorney, Presiding Magistrate, and the City Manager. The City Manager, pursuant to the City Charter, is responsible for the administration and oversight of the organization.

Consistent with management strategies to see the organization better reflect community needs through broadened leadership and enhanced collaboration, several restructuring measures have been implemented over the past two years.[2]

Employee Retention and Recruitment

Employee retention remains a growing concern for the organization, as compensation continues to be a concern with our employees. Merit-based increases have been sporadic through the years, and as a general comment, our employee compensation packages may be lagging market rates.

Achieving market-based pay is a continued Council goal and is supported by our Employee Advisory Committee (EAC). A comprehensive compensation study including pay structure, benchmark market wage analysis and compensation policies was commissioned at the end of calendar year 2019. The work began in the Spring of 2020 with an analysis of the City's current information. Over the course of the next year, revised pay structures were recommended and developed. Benchmark market data was collected by the consultant for 134 City positions and City pay ranges modified as identified to improve our competitive position for recruitment and retention. This work resulted in the elimination of both the broadband and multi-skilled worker pay systems and adoption of one regular pay plan for all positions except public safety personnel and multi-skilled workers within Water Services[3]. Compression adjustment methodologies were also identified, budgeted, and implemented to address salary compaction whereby longer-tenured employees were compacted into the lowest quadrants of the pay ranges.

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[2] The restructures include the creation of the new Public Affairs program under the City Manager; the elevation and placement of the Sustainability section under the City Manager; the placement of the City Clerks program under the City Manager; the placement of the Economic Vitality division under the City Manager; the placement of the Water Services division under the City Manager; the elevation of the Information Technology section to division status; and the elevation of the City Engineering and Capital Improvements section to division status.

[3] Competitive step pay plans were established for public safety personnel and multi-skilled employees.

Consistent with this simplified and updated pay structure, a 3% annual merit structure was reinstituted in FY 2021-2022 and within the five-year plans for future budgets. Those employees under competitive step plans will have merit increases established for each step, allowing for faster ascension through their respective pay ranges.

These modified compensation strategies will improve our employee retention and overall morale. The 2019 Employee Survey, which saw participation by 461 employees, revealed that compensation is now the lowest ranking factor for the employees. This represented a drop by four percentage points from the previous survey in 2017.

With compensation being properly addressed, the City will enable better retention of its staff. An emerging issue for the City organization, however, is that of recruitment of new employees. As of the time of this transmittal letter, there are approximately 129 recruitments in some level of process. The vacancy rate throughout the City organization has become high, as competition in the recruitment market has greatly increased for employers as a general comment.

Creative solutions are being implemented to address the staffing shortages, including enhanced recruitment efforts through videos and marketing, increased cross-training, organizational restructuring as noted above and increased compensation for staffing for exigent services such as 911 emergency dispatch.

Miscellaneous Updates

COVID-19

The City of Flagstaff was the first local government in Arizona to issue a state of emergency (March 17, 2020) and impose restrictions, limiting dining at restaurants and closing most gathering places to fight the spread of the new coronavirus. The action was followed by many other local governments in Arizona. City facilities largely remain closed at the beginning of FY 2020-2021, with many operations being performed remotely.

The City organization has generated a detailed Re-Entry Plan that is predicated upon four phases. With some success through the vaccination program in early 2021, the City was able to reach Phase 3 of the Re-Entry Plan which allows for limited operation of City facilities with some capacity restrictions. The City is currently in Phase 3 and will likely remain in this status for some time, with the current surge of the Delta variant in our region and throughout the U.S.

Under Phase 3, the City Council has returned to in person meetings in the Council Chambers, but subject to a newly enhanced hybrid meeting platform that enables virtual attendance. Many organizational meetings and functions are still occurring remotely currently.

Pulliam Airport

The Flagstaff Pulliam Airport experienced some decline in activity during the COVID-19 pandemic but is now experiencing rapid increases in enplanements and overall Airport activity. Efforts continue to see the Airport function as an enterprise fund with self-sustained revenues over time. This effort was greatly advanced through CARES funding as approved during both the previous and current fiscal years in the aggregate of approximately $23 million. These funds will be used to upgrade hangars, provide improvements to the terminal and related facilities, and address needed infrastructure.

The new parking lot facility (350 surface spaces) is now being constructed with completion anticipated by December 2021 at a project cost of approximately $4 million. This will enable the utilization of two parking lots, premium and economy, both of which will be subject to a paid parking program to be implemented in January 2022. Revenues from this program will help in the pursuit of Airport enterprise status.

The City Council has also approved the initial planning steps to see the development and leasing of the vacant 31.45-acre parcel that adjoins the Airport facility as a long-term revenue generator.

Flagstaff Watershed Protection

The watershed protection and wildfire risk reduction programs were established in 1997 by City Council. The program is currently funded through a sustainable, ongoing funding source as approved in the June 2020 utility fee structure. That fee structure now includes two significant components.

First, the Environment Management Fee has been revised to a use-based allocation whereby increased revenues are collected upon increased water consumption. The second component is the institution of a Water Resource and Infrastructure Protection fee. The revenues from this fee structure will sustain the continued function and staffing of the program, although future funding for project-based capital will still be needed.

Rio de Flag Project

The Rio de Flag Flood Control Project team is currently working through final design coordination to complete the utility relocation plans, stormwater side drains and the upper reach composite channel. Real estate documents are also being revised to allow for property appraisals and acquisitions. Approved design plans and full real estate acquisitions are due to be complete by April 2023.

One important component of the project approval process is the execution of a construction and maintenance agreement between the City and the Burlington, Northern and Santa Fee (BNSF) railway, which includes plan approval, real estate acquisition and mitigation measures. Although the construction funding is in place from the Army Corps ($52 million appropriation in FY 2019-2020) and the City (capital stormwater fees), the cost of the mitigation measures that BNSF is requiring is outside of the Corps' current project authorization and too costly for the City to bear on its own. To fund these measures, the group has united to back the City in seeking federal grant funding. A 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) planning grant application was submitted July 2021 to fund project coordination, design, and National Environmental Policy Act (NEPA) clearances of the Flagstaff local projects (including the Rio de Flag) and the required BNSF mitigation in order to prepare for a full construction grant application in 2023. BNSF has committed to contributing $100 thousand for the local match.

Our path forward for design completion, real estate acquisition and funding procurement is supported by our partner agencies. Future award of a full construction grant in 2023 would provide the resources to satisfy the BNSF mitigation measures and get the project construction underway.

An aerial photo that shows the portion of the Rio de Flag project (shown in blue) that integrates with the BNSF railway, with related projects that concern the railway, is shown below.



Transportation

The FY 2021-2022 budget includes several important transportation projects. Design work will continue on the Lone Tree Overpass (also shown in the above aerial), a City capital project that will provide a grade-separated bridge crossing of the BNSF railway corridor and the Rio de Flag. This new segment of Lone Tree Road will begin at Butler Avenue and end at Route 66 to the north. Project funding in the amount of $73 million is provided by a 2018 approved transportation bond. Design and construction completion are anticipated by 2026.

In partnership with the Arizona Department of Transportation (ADOT), design work will begin on a new round-a-about intersection at Fourth Street and Cedar Avenue/Lockett Road. The project is funded with a $1.9 million Federal Highway Safety Improvement Program (HSIP) grant and approximately $60,000 in City transportation funds.

The bridge widening project on Fourth Street over I-40 was completed during 2020. The multimillion-dollar project was the result of a successful partnership between the City and ADOT. Beyond the bridge work over I-40, improvements will continue on Fourth Street to Butler Avenue with the eventual reconstruction of the Fourth Street and Butler intersection.

Courthouse

The City of Flagstaff Municipal Court Facility was substantially completed in October 2020. The three-story, 40,000 square-foot facility provides four court rooms, one hearing room, a jury assembly/training room, customer service area and offices for the City Court and City Prosecutor's operations. Total project cost is $19.9 million, which was provided by user fees and a voter-approved bond proposition in 2016.



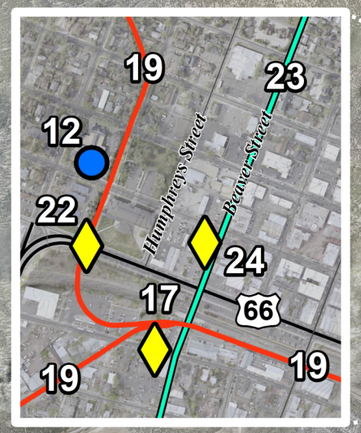
There are many other important projects and programs to note, and those reference above are by no means an exhaustive list, but rather indicative of some of the more significant endeavors in terms of budgetary impact.

On September 30, 2021, the City Council will be considering additional capital improvement needs related to stormwater infrastructure, wastewater plant upgrades and bike lane infrastructure. Infrastructure needs and capital projects comprise a significant component of the budget process, as noted in the diagram that is depicted on the opening page of this transmittal letter. Thank you.

Respectfully Submitted,

Greg Clifton
City Manager

Capital Improvements Projects



Pre-Construction

Under Construction

September 2021

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

0 1 2 Miles

CAPITAL IMPROVEMENTS
CITY OF FLAGSTAFF

ENGINEERING DIVISION
Capital Improvements Section

Monthly Capital Projects Report
September 2021

Honorable Mayor & Council,

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

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

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

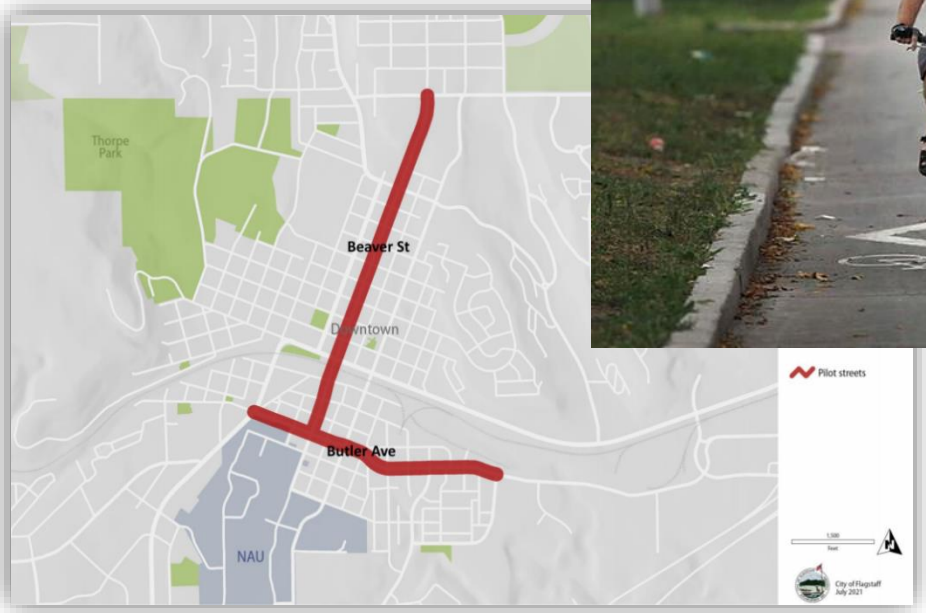
FUND: TRANSPORTATION TAX (BICYCLE AND PEDESTRIAN PROJECTS)

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

Project Update:

- Design by Transportation Engineering for the Phase I Butler Avenue segment was completed 8/12/21.
- Capital Improvements put a solicitation out for bids from our four Job Order Contractors that are to be returned 8/27/21.
- A Task Order Has been Issued to Eagle Mountain Construction (the only JOC to resopnd) in the amount of $538,650.
- Transportation Engineering is working on design for the Phase II - Beaver Street segment and projected completion date is 9/17/21.
- Both Phases are expected to be complete in Calendar Year 2021 depending on availability of materials and subcontractors as well as favorable weather conditions.





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

FUND: STORMWATER

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

Project Update:

- Providing Project Management services for the Spruce Wash Improvements (Cedar – Dortha)
- Assisting with property acquisition for Spruce Wash Channel Maintenance
- Managing channel widening project at End of Paradise
- Flood Director Assignments
- Providing Stormwater Section Support including overflow flood mitigation, debris/sediment clean-up and development of a flood gate detail for use on properties that have perimeter sandbags to allow driveway access when flooding is not occurring
- Performed public property damage assessment
- Working to identify property acquisition needs along E. Appalachian Drive, E. Skyline Drive, E. Hemberg Drive, E. Matterhorn Drive and N. St. Moritz Way
- Attended 1 ½-day Summit sponsored by the Flood Control District.







La Plaza Vieja Traffic Calming (DESIGN PHASE)

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

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

Project Update:

- Capital Improvements is assisting Comprehensive Planning.
- The final design has been approved and bids were received through the JOC procurement process. Kinney Construction Services, Inc. is the contractor that will be delivering the project.
- Due to the inflated costs of construction, there is only sufficient funding to complete one of the intersections at this time.
- The City has funding to complete improvements at the Kingman Street and Clay Avenue intersection.
- The Contractor expects to begin work at the end of September and will be complete before the end of calendar year 2021.
- Staff will ensure that advanced notification of the timeline and project impacts to this intersection are provide to the neighborhood
- CDBG funding will be spent before April 2022.



Conceptual Plan of Proposed Improvements

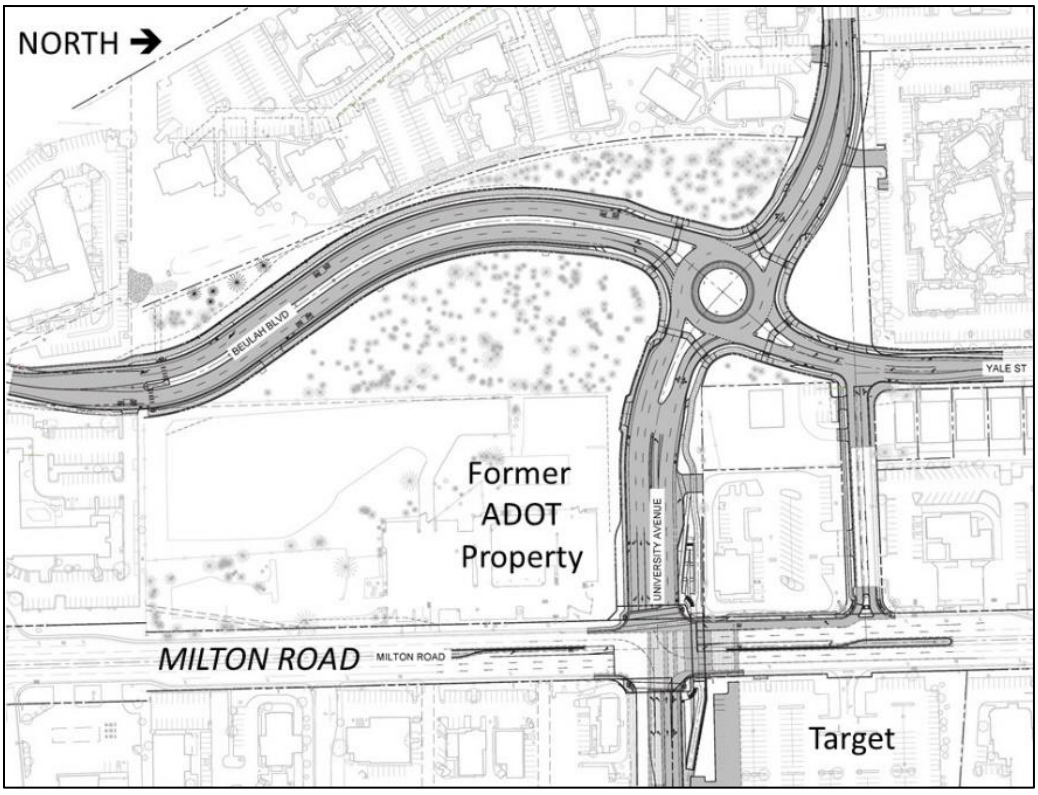
Beulah Boulevard Extension/University Drive Realignment (DESIGN PHASE)

FUND: TRANSPORTATION TAX (STREETS)

Description – This project extends the northern terminus of Beulah Boulevard to connect with University Drive. Furthermore, University Avenue (west of Milton) will be realigned to match up with University Drive (east of Milton). A new roundabout will be constructed where Beulah Boulevard and University Drive will intersect.

Project Update:

- Shephard-Wesnitzer, Inc. (SWI) is working on the redesign work for the bicycle and pedestrian components, including:
  - Off-street bike and pedestrian ways along Beulah Boulevard and University Avenue.
  - Painted and separated bike and pedestrian lanes around the Beulah Roundabout.
  - Raised pedestrian and bicycle crosswalks on each leg of the Beulah Roundabout.
  - Infrastructure for future pedestrian and bicycle signalization of Beulah Roundabout crosswalks.
  - Five-foot medians with pedestrian refuges on the west and east side of Milton Road on University Avenue and University Drive, respectively (the north-south crosswalks) requiring the narrowing of the designed vehicular lanes to provide the space.
- Kimley-Horn, more specifically Mark Lenters (a nationally acclaimed roundabout expert) has completed an intersection operational analysis for a proposed roundabout at Milton Road and University Drive. Highlights and conclusions from this report will be presented to City Council on 12 October.
- SWI and their respective subconsultants are integrating the design components listed above and City Staff will present that design at the 12 October City Council Meeting.



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

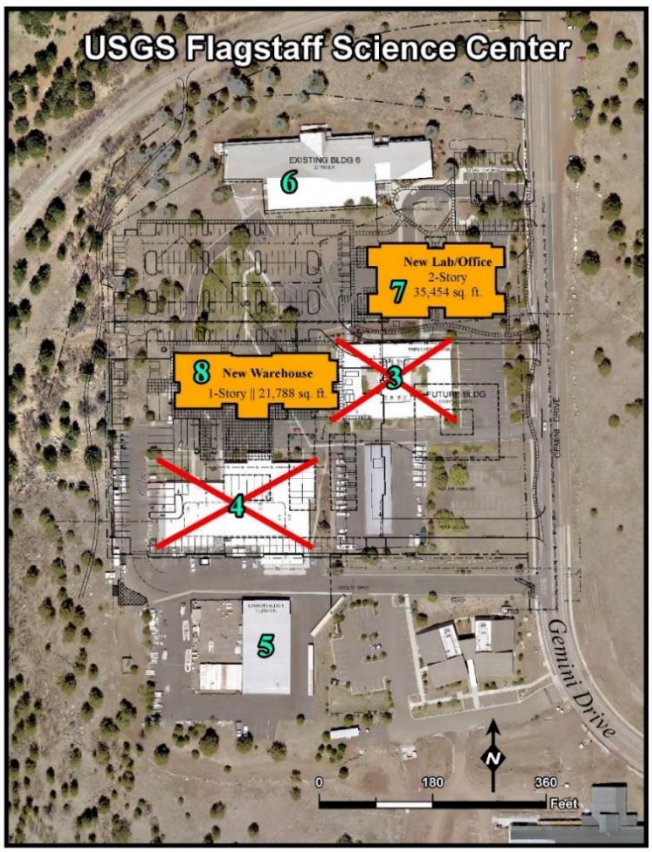
USGS Flagstaff Science Center Campus - Build to Suit (DESIGN PHASE)

FUND: GENERAL GOVERNMENT

Description – This project will bring new improvements to the USGS Flagstaff Science Campus, located just south of Buffalo Park. There will be two existing buildings demolished (buildings 3 and 4), and two new buildings constructed (buildings 7 and 8). One of the new buildings will be a new lab and office facility while the second building will be a new warehouse. These two new buildings will require a minimum certification from the U.S. Green Building Council's Leadership in Energy and Environmental Design (USGBC) of "Green Building Rating System" of "LEEDTM Silver for New Construction (NC)."

Project Update:

- City Staff is concerned the construction costs have increased significantly over the past two years and funding options for construction may not cover current construction costs.
- Due to these increased costs, the City is working with Kinney Construction Services (KCS) to update the cost estimate for new construction as well as investigating the potential for short-term renovation of existing Building 3 and Building 4. KCS was selected for this task as they provided an update in October of 2019 and are the most cost-effective and timely route to update the current estimate.
- Estimation work by KCS is likely to be completed the first week of September. City Staff will meet, following the completion of the estimation work, to discuss the project's financial feasibility and a path forward.



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

Coconino Estates Improvements Phase II (CONSTRUCTION PHASE)

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

Description – This is a utility and roadway improvements project located on several streets in the Coconino Estates neighborhood as seen in the map below. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains, water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb, constructing driveway ramps at driveway entrances, and replacing select sidewalk only where it currently exists on Crescent Drive. Sidewalk will NOT be installed where it does not currently exist. For additional information visit the Project website at www.coconinoestates.com

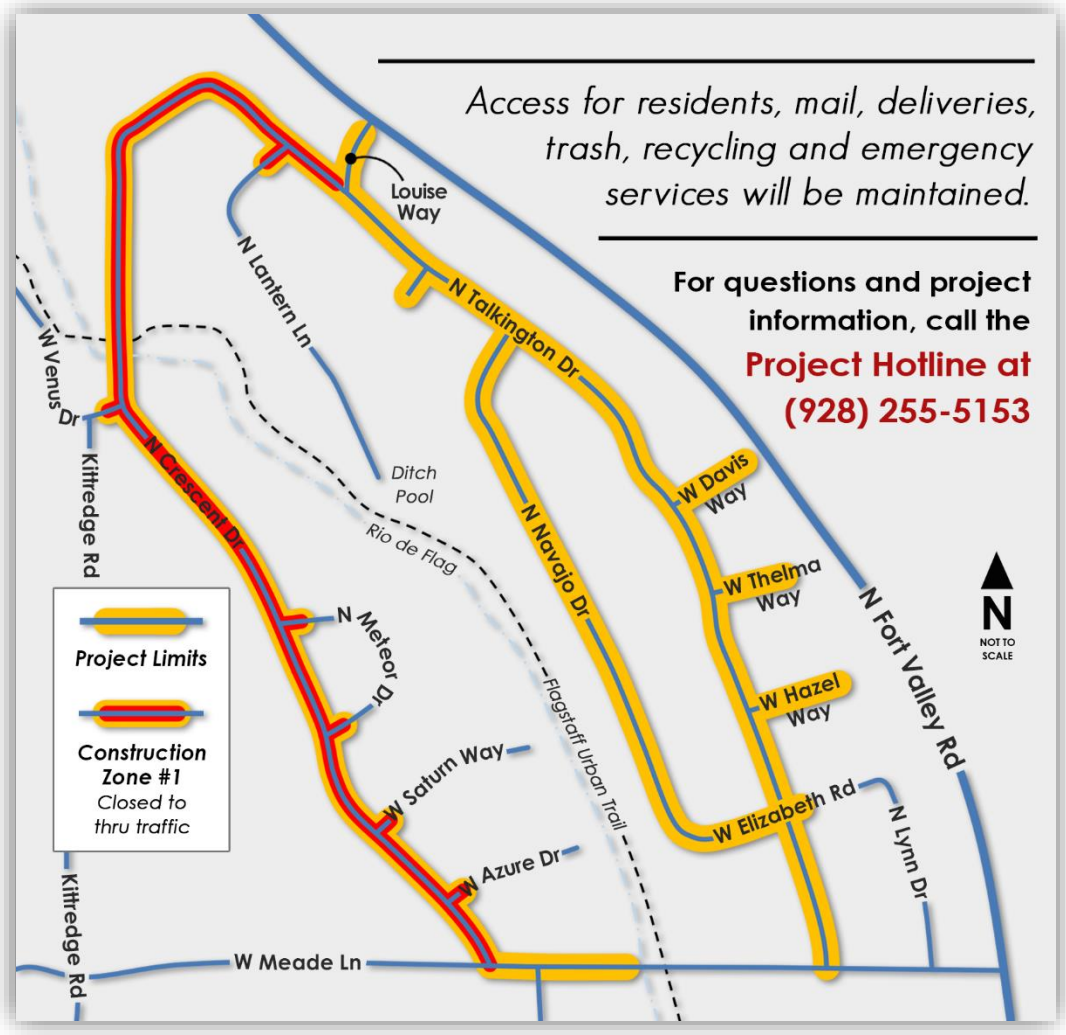
Contractor – Standard Construction Company

Project Update:

- Sewer main installations continue along Crescent.
- Crescent will be closed to through traffic from Meade to the Talkington/Louise intersection, with detours posted around the closure for non-residential traffic.
- Karen Cooper FUTS will be closed from Crescent to Lantern for approximately the month of September pending weather conditions, with detours posted around the closure, for the installation of the new section of sewer main connecting Crescent and Rio de Flag sewer mains.
- Access to the Ditch Pool will be maintained with directional signs posted through the closure.



Crescent Dr. just south of Venus Dr. intersection, looking south at sewer installations.



Coconino Estates Improvements Phase II Project Map

West Flag Improvements - David & Hutcheson (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description – This is a utility and roadway improvements project located on David Drive and Hutcheson Drive as seen in the map below. The Project originally included Canyon Terrace and was bid as one project in the spring of 2020 but was pulled at the end of the bidding process given the economic and funding source uncertainties due to the COVID 19 Pandemic. It was decided to split the Project into two separate projects consisting of 1. David/Hutcheson and 2. Canyon Terrace. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains (except for on David Drive), water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway, replacing rolled curb with vertical curb on David Drive, and replacing select edge improvements (sidewalk, curb and gutter, etc.). For additional information visit the Project website at www.Flagstaff.az.gov/westflagimprovements.

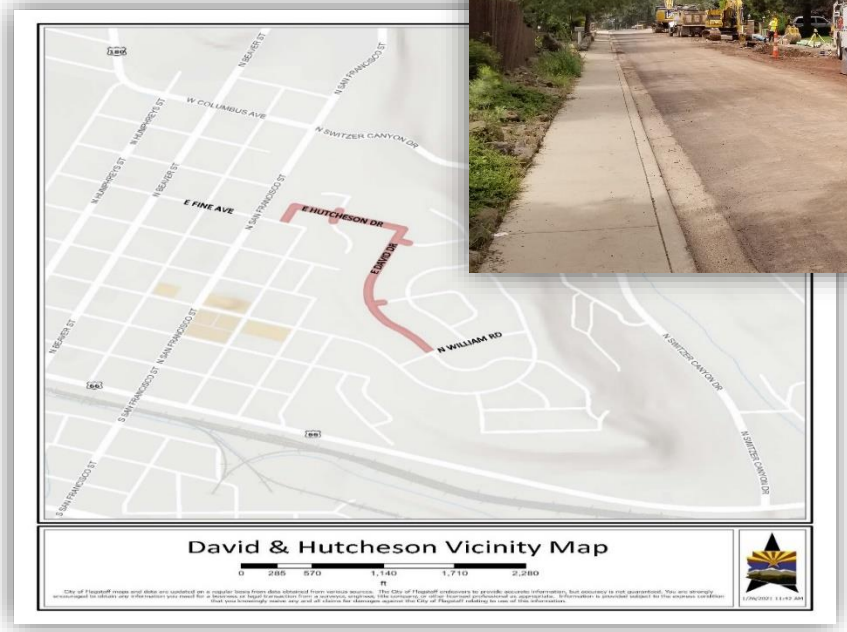
Contractor – Mountain High Excavating

Project Update:

- Water main, water and sewer service installations are complete on David, testing and connections remain.
- Concrete curb, driveway, and sidewalk installations continue along David working north from William.
- Sewer main installations on Hutcheson were completed the week of 8/9/2021.
- Water main installation in coordination with the Unisource gas main relocation and joint trenching continue along Hutcheson currently near the Apollo intersection working west.
- David Drive and Hutcheson Drive will be closed to thru traffic from William Road to Fine Avenue, with detours posted around the closure.



Hutcheson Dr., looking west at the water and gas main joint trenching.



West Flag Improvements - Canyon Terrace (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description - This is a utility and roadway improvements project located Canyon Terrace Drive as seen in the map below. The Project originally included David Drive and Hutcheson Drive and was bid as one project in the spring of 2020 but was pulled at the end of the bidding process given the economic and funding source uncertainties due to the COVID 19 Pandemic. It was decided to split the Project into two separate projects consisting of 1. David/Hutcheson and 2. Canyon Terrace. Improvements on the streets generally consist of replacing all existing utility and roadway infrastructure. The utility improvements include replacing the existing water and sewer mains, water and sewer services, fire hydrants, and manholes. The roadway improvements include replacing the existing asphalt roadway and select curb and gutter. For additional information visit the Project website at www.Flagstaff.az.gov/westflagimprovements.

Contractor - Mountain High Excavating

Project Update:

- Sewer main installations are complete.
- Water main installations continue.
- Water and sewer service installations continue following water main installations.
- An underground APS line was discovered, which was installed earlier this spring in error by APS and the City, in the exact path of the proposed water main. The Team coordinated with APS and determined a revised alignment and plan that is anticipated to still allow for completion of the Project this year.
- Work zones will vary during the water main and service installation work.



Canyon Terrace Dr. south entrance, looking north at water main work.



Coconino Estates Improvements Phase I (CONSTRUCTION PHASE)

FUND: ROAD REPAIR & STREET SAFETY

Description – This is a utility and roadway improvements project located in the Coconino Estates neighborhood on Beal Road from Rockridge to Fort Valley, Navajo Drive from Navajo Road to Murray, Whipple Road from Navajo Drive to McMillan, and Navajo Road from Navajo Drive to Fort Valley. Improvements on the streets generally consist of replacing existing infrastructure with new, including water and sewer mains, water and sewer services, fire hydrants, storm drains, streetlights, the entire asphalt roadway, and defective select edge improvements (curb & gutter, sidewalk, etc.), except for Whipple Road which will only receive a new water main. There will also be new infrastructure added consisting of underground electric lines for streetlighting and sidewalk on both sides of the street where it does not currently existing on Beal Road, Navajo Drive south of Beal, and on Navajo Road. For additional information visit the Project website at www.coconinoestates.com.

Contractor – Eagle Mountain Construction

Project Update:

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

Navajo Road (Construction Zone #1)

- Majority of improvements are complete.
- Final signage remains.
- Navajo Road is open to all traffic; however, temporary shoulder closures will occur as the remaining items of work occur.

Navajo Drive (Construction Zone #2)

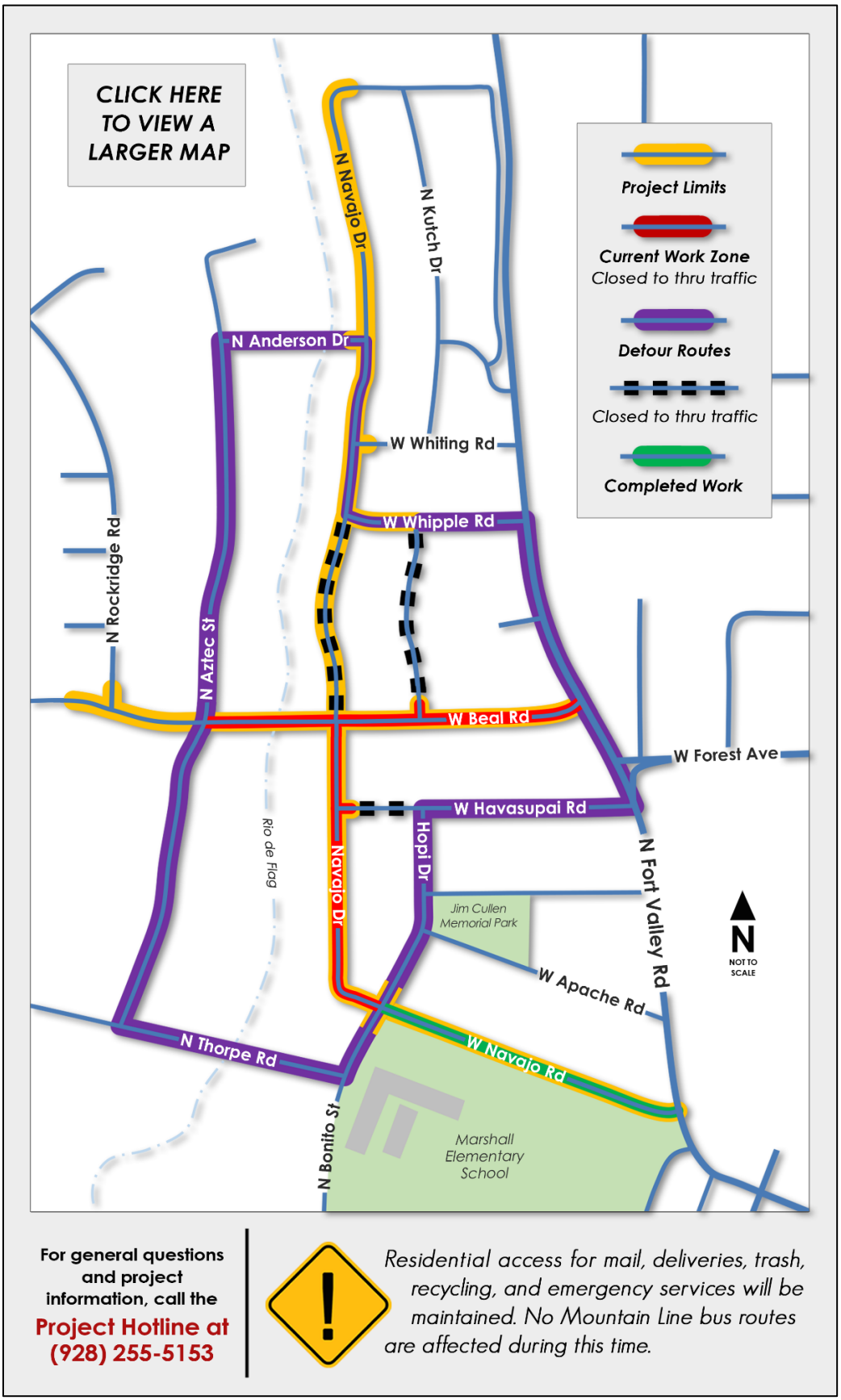
- Majority of improvements are complete.
- Final signage, landscape restorations, and various Punchlist Items remain.
- Navajo Drive from Hopi Drive to Whipple Road is closed to thru traffic, with detours posted around the closure.

Beal Road (Construction Zone #3)

- Storm drain installations are complete on Beal from the Rio de Flag to Navajo.
- Water and sewer mains installations, testing, and tie-ins are complete on Beal from the Rio de Flag to Fort Valley.
- Underground electric conduit for streetlights installation are complete on Beal from Navajo to Fort Valley.
- Concrete curb, sidewalk, and driveway installations continue along Beal from Rio de Flag to Fort Valley.
- Final subgrade preparation prior to paving continues along Beal from the Rio de Flag to Fort Valley Road.
- Paving operations anticipated for 9/2/2021 have been rescheduled to 9/6/2021 due to inclement weather.
- Beal Road is closed to thru traffic from Aztec to Fort Valley, with detours posted around the closure.
- The intersections of Beal Road and Navajo Drive will be closed to all traffic throughout the week, including the weekend.
- The Fort Valley FUTS and the southbound bike lane along the west side of Fort Valley Road/HWY 180 will be closed between Deanna Way and Forest Avenue from Tuesday, September 7 to Thursday, September 9 in preparation and during paving operations.



Beal Rd. at McMillian Rd., looking east at final subgrade preparation prior to paving.



Current road closures and detours.

Fourth Street Reconstruction (CONSTRUCTION PHASE)
FUND: TRANSPORTATION TAX (RENEWED TAX)

Description – The project is on Fourth Street from the Soliere Avenue intersection, southerly to just past the Sparrow Avenue intersection. The work will construct a new pavement section with two northbound and two southbound lanes and a center turn lane, northbound dedicated right-turn lanes from Fourth Street onto Sparrow Ave. and onto Soliere Avenue, new streetlights, new traffic signals at Soliere Avenue, new 12" water main and new 8" water main, curb and gutter and new sidewalk. The reconstruction work will connect with the recently completed bridge replacement project.

Project Update:

- Paving operations were completed during the week of Aug 2nd.
- Fourth St was closed from 3am to 7pm on August 3rd to complete final paving.
- Fourth St was closed on Aug 3rd and the top lift of asphalt was installed throughout the project. Fourth St was reopened one hour ahead of schedule.
- Sparrow Ave, Soliere Ave, and Fourth St were all open, although traffic restrictions continue to be in place, before the opening of school during the week of Aug 9th.
- Striping, valve adjustments, and misc. project items will continue to impact traffic on Fourth St for the next few weeks.
- Full opening anticipated no later than September 10th.



Fourth Street Reconstruction –Initial Striping installed

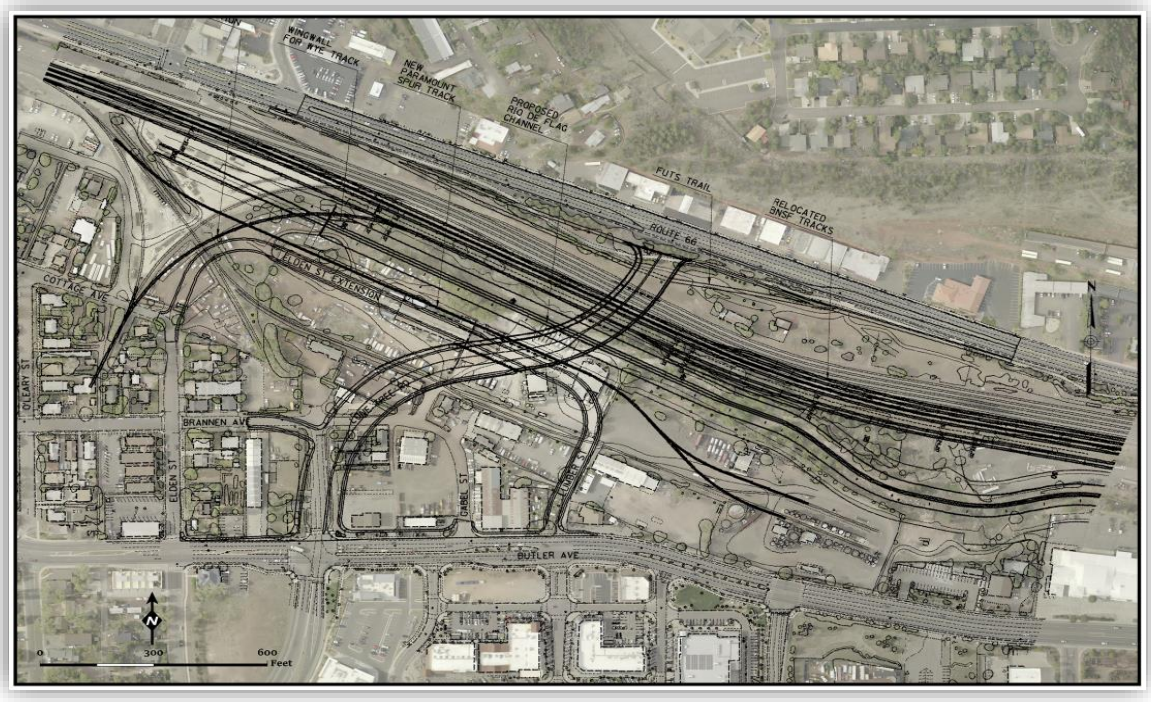
Lone Tree Overpass Project (DESIGN PHASE)

FUND: TRANSPORTATION

Description - The Lone Tree Overpass Project will provide a grade-separated crossing over the future Rio de Flag drainage and the BNSF Railway corridor from Butler Avenue to Route 66. Funding for this project is provided through voter approved bonds as designated in the 2018 Proposition 420. The project will be delivered via the Design-Build process and the team includes Ames as the contractor and WSP as the prime design consultant.

Project Update:

- Property acquisition is proceeding with appraisals, relocations, and offers to property owners.
- On August 11, the project team presented intersection alternatives to a special combined meeting for the Transportation Commission, Bike Advisory Committee, Pedestrian Advisory Committee, and the Sustainability Commission. Topics focused on bike/ped safety and accessibility as well as vehicular travel.
- City staff and the consultant team held a public involvement process meeting on August 12 to discuss the project website and our first public meeting, which is scheduled for September 30.
- Technical working group meetings were held on August 11 and August 25. Discussion items included site drainage, circulation road alignment, BNSF rail alignment, public involvement schedule, and intersection concepts with bike and pedestrian separation and safety at the forefront.
- The draft Traffic Impact Analysis (TIA) was submitted to ADOT the week of August 23.



Lone Tree Overpass Concept Design

Old Municipal Court Demolition and Temporary Parking Lot (CONSTRUCTION PHASE)

FUND: COURT USER FEES AND BOND FUNDS

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

Project Update:

- City is working with CenturyLink to remove their phone lines that are physically attached to the Old Court House Building to enable the complete demolition of the old courthouse building.
- The buildings will be demolished after utility relocations (by others) are complete and the goal is to have temporary paved parking installed before the new year.



Old Municipal Court Building

Library Entrance (DESIGN PHASE)

FUND: BBB - BEAUTIFICATION

Description – Project to bring Library Entrance into ADA compliance with new handicap ramp and new overall vision for the entrance**.** Public art will be incorporated into project and an artist is being brought onto the design team. Project includes upgrades to landscaping, handicap-accessible parking, parking lot, and hardscape.

Project Update:

- On May 11th, City Council provided direction to go with "Concept 2" (see below) with further direction to staff to revisit the placement of the proposed public art component.
- The selected concept plan has been found complete as part of the City IDS Concept Plan review process.
- The project team, working with the artist, fabricator, and Risk Management, has addressed the safety concerns brought up at City Council.
- The project is approaching 60% design completion.
- Drilling work associated with soils investigation occurred on Friday September 3rd and impacted some walkways and parking lot around the Library.



Library Entrance Project-Rendering of selected concept plan

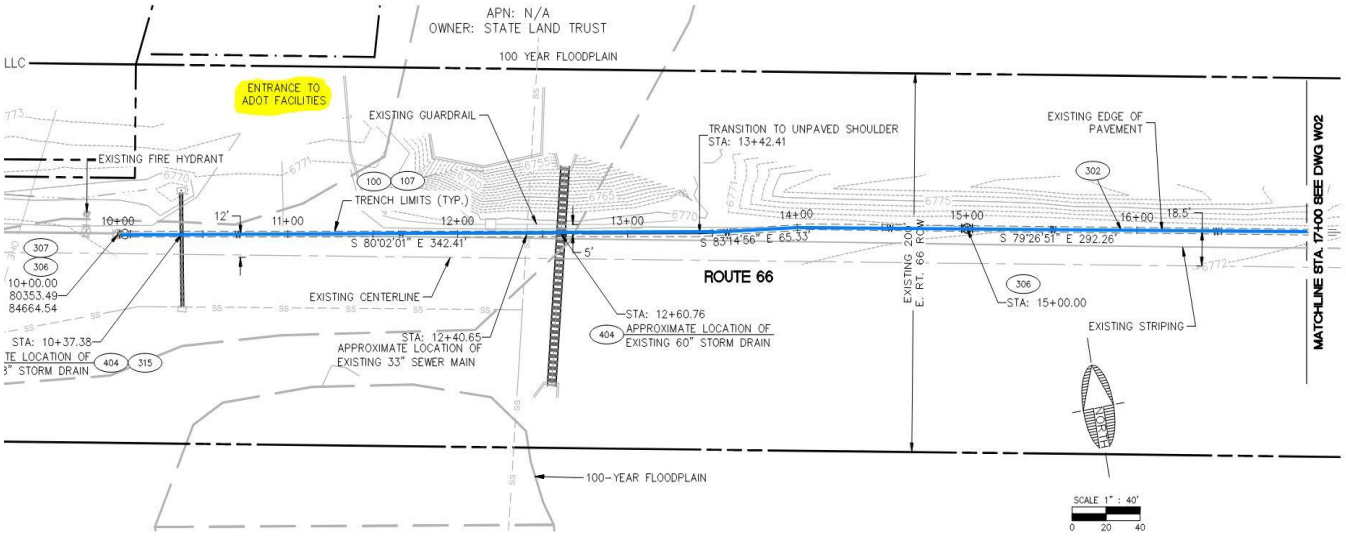
East Route 66 and El Paso Flagstaff Waterline Extension (DESIGN PHASE)

FUND: AGING INFRASTRUCTURE

Description – A utility improvements project that extends the 12" ductile iron waterline approximately 2,450 linear feet from approximately the intersection of Test Dr. and Rt. 66 to the intersection of El Paso Flagstaff Rd. The waterline extension continues north, up El Paso Flagstaff Road towards the Wildcat Hill Wastewater Treatment plant, with approximately 1,600 linear feet of new 8" ductile iron waterline. The project also calls for a repaving of El Paso Flagstaff Road for the extents of the waterline extension.

Project Update:

- The project will be added to the working calendar for late September / early October 2021 for award of a contract to construct. The date is dependent on additional funding identification.
- A bid package was advertised, and bids opened on August 13,2021. Five bids were received, and staff is working through the process to recommend award to the apparent low and responsive bidder.
- Plans and bid schedule were revised to add fiber conduit banks and pull boxes to the project.
- Construction is expected to start in the fall of 2021.



Current civil plan set in review, blue line represents the starting point of the waterline extension that begins just west of the ADOT facilities driveway and Rt 66 intersection.

Huntington Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - The Project consists of installing 3,000 LF of new 16" ductile iron waterline, and associated roadway improvements. Included in the project will be new water services, fire hydrants and air release valves. The existing waterline in this area is over 60 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- The initial Notice to Proceed has been issued for the project, June 1, 2021.
- Due to delays in supplies and materials, work was delayed. A change order was issued for the delays and project work will begin, effective August 23,2021.
- Project work has started, the awarded contractor, Sellers and Sons, has mobilized equipment and materials to the site. Potholing investigative work and clearing of the site has begun with project work planned to begin the week of August 30th.
- Staff continues to address the public and coordinate with property owners to remove materials that have been stored in the easement by businesses.
- Completion of the project is anticipated by spring 2022.



Clearing and grubbing of the proposed alignment for the 16" waterline

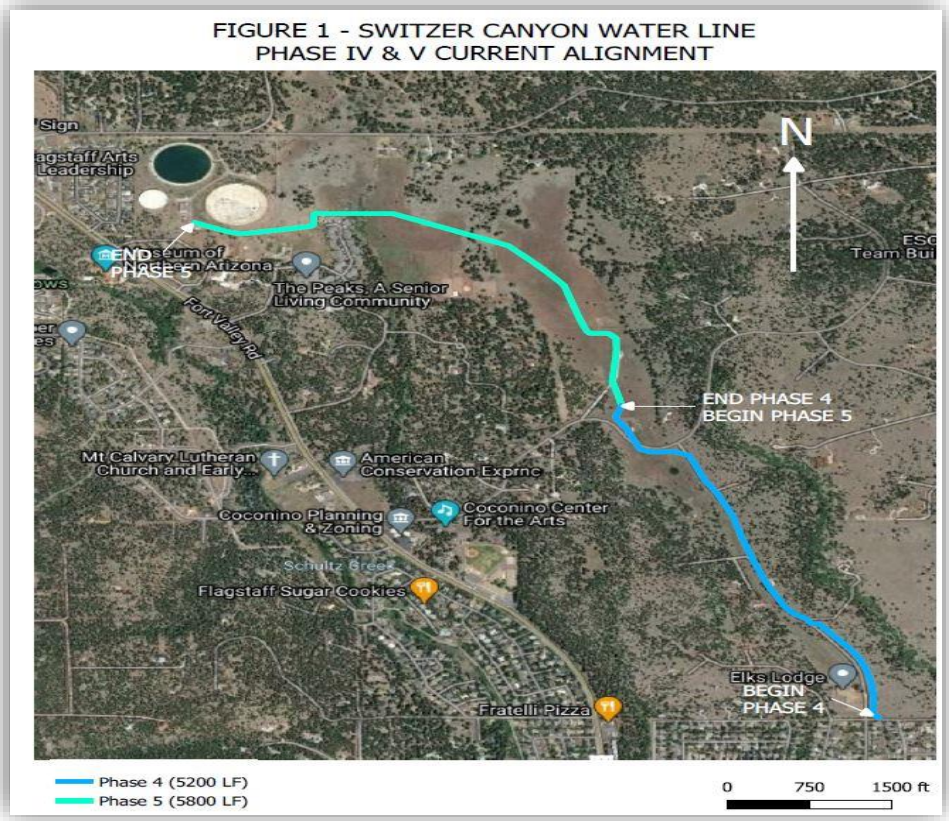
Switzer Canyon Transmission Main Phase IV & V (DESIGN PHASE)

FUND: AGING INFRASTRUCTURE

Description – The Project consist of installing two new transmission mains, 24" and 16", that will complete the distribution system, zone A and B, from the Downtown area to the City Reservoirs near Cheshire. The length of Phase IV and V is approximately 11,000 feet. The project is within City limits and the urban distribution service area within the County. Included in the project will be the two water mains with appurtenances, new bundled water meter/service locations and fire hydrants.

Project Update:

- Property acquisition is in progress with preliminary legal descriptions, environmental clearances and site assessments.
- Appraisal services are required to determine value of the proposed easement acquisition as well as value of providing out-of-city water service as is being requested by affected property owners.
- Phase IV is in the 95% design stage for improvements.
- Phase V is in the planning phase to define the final alignment.
- Construction of Phase IV is anticipated for spring of 2022
- Construction of Phase V is anticipated for 2023
- Comments on the 95% level plans for Phase IV were transmitted to Turner Engineering for their action. Final construction plans for Phase IV are expected fall 2021.
- Staff continues to research and coordinate the out of City water services and how it will be applied to the Switzer Canyon Transmission Main Project Phase IV and V.



Summit Waterline Replacement (CONSTRUCTION PHASE)

FUND: AGING INFRASTRUCTURE

Description - Approximately 3,300 ft of new waterline, water services, fire hydrants, and pavement reconstruction. The City intends to replace the water infrastructure and pavement on: S. Walnut Street from Santa Fe Avenue to Coconino Avenue; S. Sycamore Street from Santa Fe Avenue to Grand Canyon Avenue; S. Spring Street from Montvale Avenue to Grand Canyon Avenue; W. Summit Avenue from Santa Fe Avenue to end; and W. Santa Fe Avenue from Walnut Street to Thorpe Road. Waterline only will be installed on W. Montvale Avenue from Santa Fe Avenue, to end. The existing waterlines in this area range from 58 to more than 90 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- The project has now been paved.
- Final adjustments have been made to water service connection.
- Remaining asphalt patches needed around the project have been completed.
- Valve and manhole adjustments have been completed on Santa Fe Ave.
- The project will now shift to clean up and punchlist items.
- Project continues to work on remaining items and will reach substantial completion shortly.



Summit Waterline Project-New striping on Santa Fe Ave installed by Streets

Rio de Flag Flood Control Project (Design Phase)

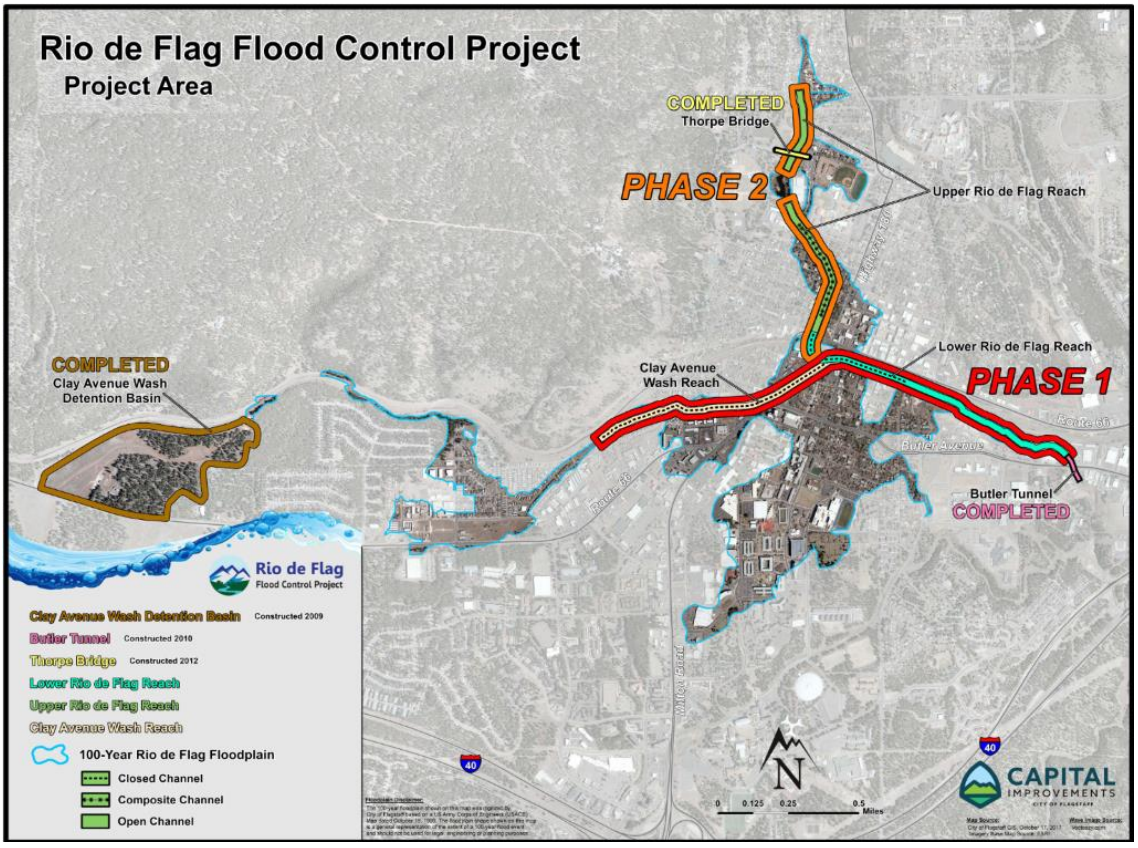
FUND: STORMWATER & AGING INFRASTRUCTURE

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

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

Project Update:

- Work continued this month on refinement of the design plans and development of the real estate documents.
- On August 16, City staff attended a meeting with Senator Sinema's staff to discuss project needs, including coordination with BNSF Railway and the Army Corps, and support for the RAISE planning grant that was submitted.
- Milton Bridge Phase I draft report submitted
- DCC coordination meeting
- On July 8, Trevor Henry (City Senior Project Manager), Allen Haden (Natural Channel Design), and Guillermo Cortes (SWI) lead a discussion and field walk with the Friends of the Rio organization on the composite channel section of the Upper Reach, from Frances Short Pond to City Hall. Discussion items included the relationship between the Army Corps' box structure and the surface channel, the capacity and operation of the surface channel, and the location of the FUTS trail.
- The RAISE planning grant application, which will fund investigation of coordination and delivery of the City's Downtown Mile local projects and BNSF mitigation items was submitted to the USDOT on July 12. Notification on approval is anticipated November 2021.
- On July 14, Mountain Line and City staff met to discuss project coordination items, including schedule, City submittals, and structured parking.
- Regular project meetings between the City and Army Corps continued this month. Discussion items included Frances Short Pond future maintenance requirements, real estate, and Phase II (Upper Reach) design completion schedule.



Rio de Flag Project Map

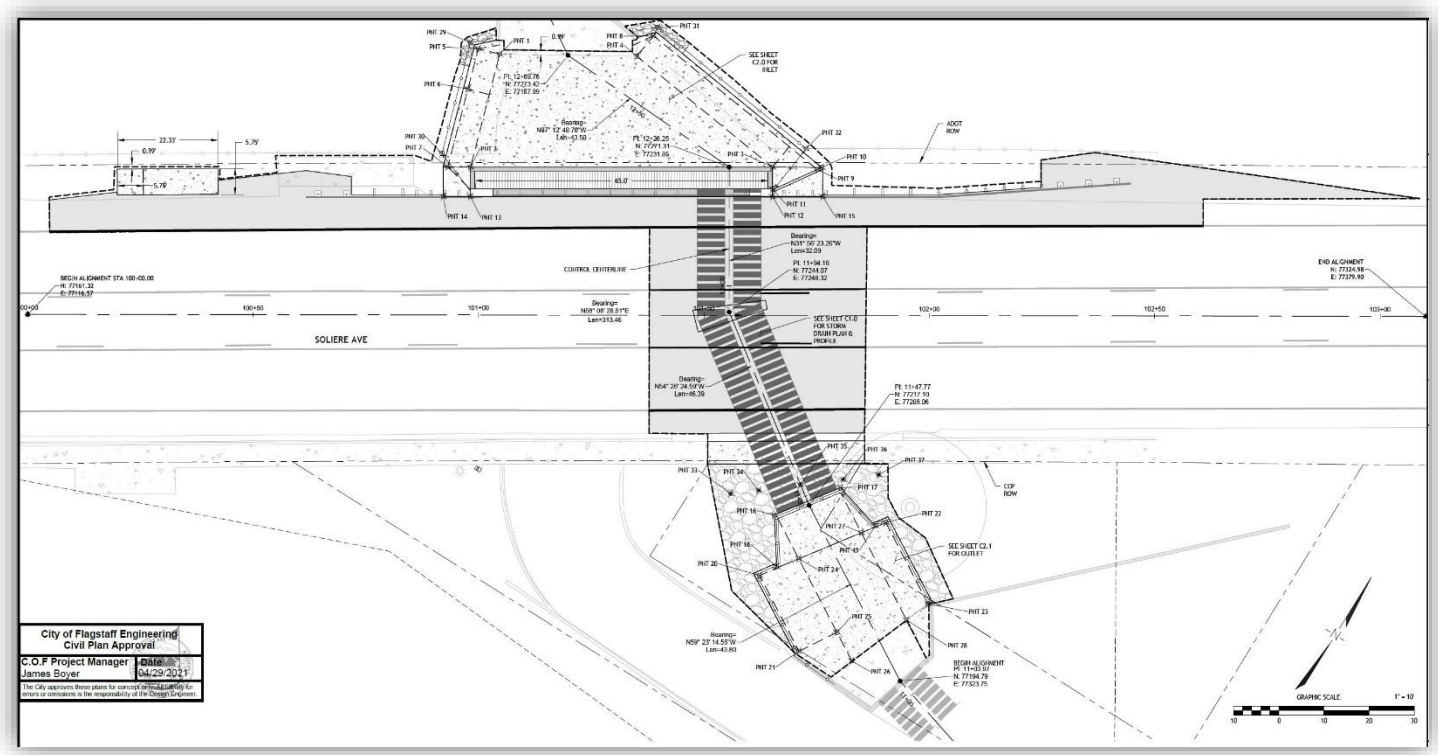
Steves Boulevard Wash at Soliere (DESIGN PHASE)

FUND: STORMWATER

Description – This is a stormwater improvements project to eliminate the low water crossing from Steves Boulevard Wash at Soliere Avenue.

Project Update:

- One JOC bid was received and was significantly over budget. The project will be readvertised for hard bids in October with the intention to start construction in late winter of 2022.
- ADOT has endorsed the design for the portion of the improvements that are within their right-of-way.
- NAIPTA has been coordinated with to relocate the existing bus stop in conflict with the new guardrail on the north side of Soliere Ave.
- The Summit Apartments that border the project limits and are just downstream have been notified of the project and the intent of the improvements.



Final Approved Construction Plans

Route 66 ADOT Bridge Replacement Project (CONSTRUCTION PHASE)

FUND: ARIZONA DEPARTMENT OF TRANSPORTATION

Description – Project consists of removing the existing concrete bridge that crosses the Rio de Flag channel and replacing with a precast box girder bridge with precast abutments. Included with the project are roadway approach slabs on either side of the new bridge, channel improvements with bank protection and revegetation mitigation measures. The purpose is to provide a new Route 66 bridge crossing at the Rio de Flag to serve Route 66/Milton.

Project Update:

- The ADOT contractor, FNF Construction, is contracted to complete the work by October 2021.
- Contractor has completed the concrete surface improvements within the bridge and Rt.66 limits.
- The overexcavation beneath the new bridge will start the week of August 30th. Work was stopped do to monsoonal rain and flooding that occurred within the previous three weeks.
- The contractor applied the final paint configuarition as approved by ADOT.
- ADOT continues to update City staff on construction matters and will release information to the public through media releases.
- The contractor has cleared all lane closures, no restrictiions are in place. When work continues, implementation of lane closures for EB or WB Route 66 will continue until work on the bridge is completed. ADOT will be monitoring the traffic and will make alterations as needed.



Bridge structure with new paint

Phoenix Avenue Bridge and Waterline Replacement (Construction Phase)

Fund: Stormwater & Aging Infrastructure

Description - The project will replace the Rio de Flag box culvert (which runs beneath Phoenix Avenue and the Zani building, and functions as the Phoenix Ave bridge) with the appropriate conveyance structure and will upsize the current waterline to a 12" waterline in Phoenix Avenue from Mikes Pike to Beaver Street. Phoenix Avenue will be reprofiled and lowered to achieve a standard street section, roadway surface drainage issues will be addressed, edge improvements will be made as needed and the roadway will be repaved. The existing waterline in this area is over 114 years old. This project is part of the City's ongoing aging water infrastructure replacement program.

Project Update:

- A Notice to Proceed was issued for August 2nd.
- Traffic control closing Phoenix Avenue was setup August 2nd.
- Franchise utility relocates started August 2nd.
- The gas line was removed from the bridge on August 4th.
- Geotech coring to assess subgrade conditions for the new footings occurred on August 5th and 6th.
- The Zani beam restoration tentatively scheduled to start August 30th.
- Bridge demolition is tentatively scheduled for early September however a utility conflict associated with CenturyLink phone lines will cause a delay until these facilities can be relocated. It is uncertain at this time what the extent of the delay will be.
- On the afternoon of September 2nd, the contractor damaged an existing gas line that caused an evacuation of the area. The gas line was repaired that evening however, some businesses were required to close due to gas service being shut-off to facilitate repair.



Phoenix Avenue Bridge, looking east at Geotech coring taking place on the bridge deck

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

FUND: WATER SERVICES-SEWER

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

Project Update：

- Statement of Qualification (SOQs) have been received and distributed to the review panel, reviews were due end of August.
- Delivery method will be a Design-Bid-Build.
- Design is targeted for 2021 and construction is anticipated for 2022-2023.



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

Lockett/Fourth Roundabout (DESIGN PHASE)

FUND: HSIP GRANT

Description – Project consists of the design and construction of a new roundabout at the Lockett-Cedar-Fourth Street intersection. Project is funded by an HSIP Grant, with supplementary funding from City of Flagstaff. Project design and construction to be administered by ADOT. The new roundabout will improve safety and operations for vehicles, pedestrians and bicyclists in this busy intersection. Project design and construction to be administered by ADOT.

Project Update:

- The project team has completed reviewing a pre-60% plan submittal.
- Environmental clearance has been received, allowing geotechnical work to proceed and the project to continue towards 60% design.
- Project team is in discussions regarding allowable closures and maintenance of traffic options.
- Initial project estimates are well over budget and the City is working with ADOT to identify supplemental funding availability.



Selected Design Alternative- Lockett-Cedar-Fourth Intersection

Sustainability Section

Month in Review: August 2021.

HOT TOPICS:



- Albert went to Hullabaloo! He had a great time dancing to music, promoting Sustainability and mask wearing etiquette in Flagstaff.

- Sustainability team members attended the NAU Community Fair on August 25th. They promoted several of Sustainability's programs, recruited volunteers for the Community Stewards program, and played the recycling game, testing students on their recycling knowledge.

CLIMATE ACTION:

- Staff are working on a Major Plan Amendment to the Flagstaff 2030 Regional Plan on climate change and climate action.
    - This Amendment will revise goals and policies in the Climate Change and Adaptation of the current Regional Plan.
    - The 60-day public review period closes on September 13, 2021. Staff has hosted an in-person open house, an online information session, and an online survey to talk about this amendment with the public and obtain feedback.
    - The final public event will be on Thursday, September 9th from 6:00 to 7:00 pm, online via zoom.
    - The amendment will then move into Commission review, through three separate meetings with the Planning and Zoning Commission, and then will be presented to Council in December 2021.

- Staff worked with Arizona Forward and a group of Arizona Cities and Chambers of Commerce to identify infrastructure priorities for Arizona's future and secure investment in transportation, manufacturing, clean energy, innovation, and jobs. A letter was submitted to Arizona State Representatives on July 29th.
- Staff are working with Elevate to develop the financial investment portfolio for the Carbon Neutrality Plan.
- Six new Flagstaff Climate Ambassadors were trained on global climate change, climate impacts in Flagstaff, climate action, and climate communication in a 3-hour training on August 10 and 11.
- Sustainability's summer Accessibility iIntern completed her internship in early August. This intern analyzed all Sustainability programs and provided staff with recommendations for increasing accessibility for disabled community members.
- Staff coordinated with members of ASU's Center for Negative Emissions to submit a proposal in response to a Climateworks solicitation on environmental justice.
- Staff began working with the Community University Public Inquiry (CUPI) program at NAU to develop active participatory research projects that will help advance the Carbon Neutrality Plan.
- The Climate team is working with a Climate Science and Solutions graduate class to create a resource document on resilience in Flagstaff during the fall semester.
    - The students will draw from several resource documents that the City has to develop one updated resource on vulnerability, adaptation, and resilience.
    - The class will speak with the community about vulnerability and resilience and will present to both the Sustainability Commission and Council in September and November.
- The CY2020 Greenhouse Gas Inventory has been complete, as has the submission of our annual disclosure to CDP (formerly the Carbon Disclosure Project). Some quick notes on the inventory compared to 2019:
    - Total community emissions were up 4%
    - Residential and Commercial energy emissions were down 3% and 4% respectively
    - Transportation emissions were up 10%
    - Waste emissions were up 11%
    - The final report is 95% complete and will be posted on the website in the next few weeks.

COMMUNITY STEWARDS/LITTER PREVENTION:

- Maggie Twomey, Volunteer and Event Coordinator, has accepted another opportunity. Maggie brought a wonderful energy, kindness, and excellence to the events and volunteers she oversaw, and well as to the rest of her work with the Sustainability team. The Sustainability Section wishes her the best in her new position. The recruitment process for the Volunteer and Event Coordinator position is currently underway.
- July Litter Cleanup Data:

Date	# of Volunteers	Total Hours	Bags of Trash	Bags of Recycling
8/8/2021	**3**	**5**	**2**	**0**
8/12/2021	**1**	**5**	**3**	**1**
8/15/2021	**2**	**3**	**1**	**1**

8/22/2021	**3**	**6**	**6**	**3**
8/24/2021	**95**	**95**	**7**	**4**
8/25/2021	**10**	**20**	**12**	**0**
8/26/2021	**6**	**6**	**2**	**1**
Totals	**114**	**134**	**33**	**10**

ENERGY:

- The four new level-2 EV Charging Stalls at the Aquaplex are 95% complete and are expected to go online in the next 2-weeks.
- Due to complications that would result from the Rio de Flag project coming through the library parking lot in the next 2-7 years, we are in discussion with APS to update the location of the Main Library Application. Conversations are taking place with staff at ParkFlag, Economic Vitality and the CVB, and potential locations are being proposed.
- Our Electrification intern completed his internship and presented on his development of a draft webpage and community resource titled "Residential Electrification Information Hub." Staff will work to tie up loose ends and we look forward to launching the webpage this fall.

FOOD SYSTEMS:



- Our free "Residential Food Scraps Drop-off" (RSFD) pilot program is underway! As of August 27th, we have:
  - Collected 273 pounds of compost between both locations.
- Staff submitted a USDA Urban Agriculture and Innovative Projects grant to fund the completion of a comprehensive food systems assessment for Flagstaff. We will hear about selection on August 31st.
- The Garden Workshop Series continues!
  - The High-Altitude Gardening: Fall Planting and Seed Saving event on August 7th had 10 attendees, and we were able to give out free compost pails.

- The Discussion on Food Systems Development in Arizona event on August 21st had 9 attendees.



MATERIALS MANAGEMENT:

- Kaeli Wells has accepted the Community Sustainability Specialist position! She has worked with the Sustainability Section closely since 2018, and most recently as the Materials Management Coordinator. We are excited for her to take on her new role and responsibilities.
- We will be starting another round of the Sustainability Leaders Training Course. Registration for this 8-week course closes September 15th.
- The Pay As You Throw Pilot in Ponderosa Trails is underway. Residents opting into this pilot have received their bins and bin checks will begin on August 30th. Learn more about the pilot here.

SUSTAINABILITY COMMISSION:

- At their July 22nd meeting, the Commissioners heard presentations from Fiscal Year 20's Neighborhood Sustainability Grant recipients, heard presentations on the Active Transportation Master Plan and Regional Plan Amendment, discussed the winners of the BPAC Grant collaboration, and received an update on the Neighborhood Sustainability Grant timeline including a plan for the upcoming Grant Workshop.
- There are currently 3 openings for the Sustainability Commission. Please spread the word. Those interested can apply here.
- Next Commission meeting is Thursday September 23rd, 2021, 4:30pm-6:30pm

UPCOMING SUSTAINABILITY COMMUNITY EVENTS:

- Final Information Session on the proposed Regional Plan amendments
  - September 9th, 6:00 pm over Zoom. More information and registration can be found here.
- The Neighborhood Sustainability Grant Workshop will be held over Zoom on Saturday, September 18th from 1:00-3:00pm.
  - Presenters will go over the requirements for the Neighborhood Sustainability Grant, the Water Conservation Research Grant, and the Beautification in Action Grant.

Afterwards, attendees will have the opportunity to brainstorm and ask questions about the grants. More information and registration can be found here.

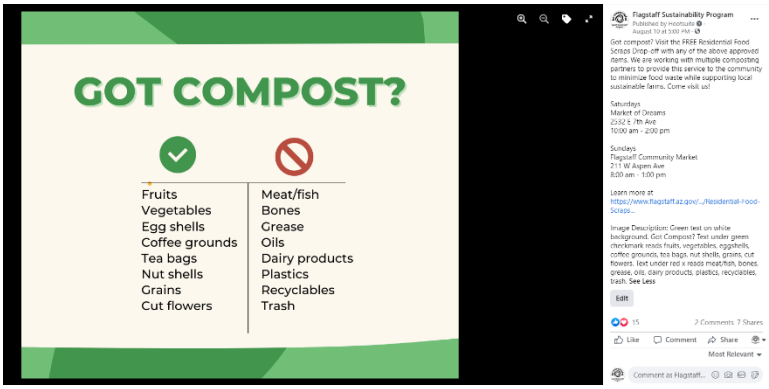
- Garden Workshop Series
    - Worm Bin Composting for Kids, Saturday, September 25th, 10:00-11:00am at the O'Leary St. Garden.

SOCIAL MEDIA

- Our top post on Instagram was a post celebrating a harvest from the Bonito St. Garden.



- Our top post on Facebook was a post about our free Residential Food Scraps Drop-off program.



- In our new Wednesday social media series "Is this Recyclable?", we will be answering the tough questions about recycling plastic, paper, and miscellaneous items.



9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Deputy City Manager
Date:	09/03/2021
Meeting Date:	09/07/2021

TITLE

COVID-19 Update

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only.

EXECUTIVE SUMMARY:

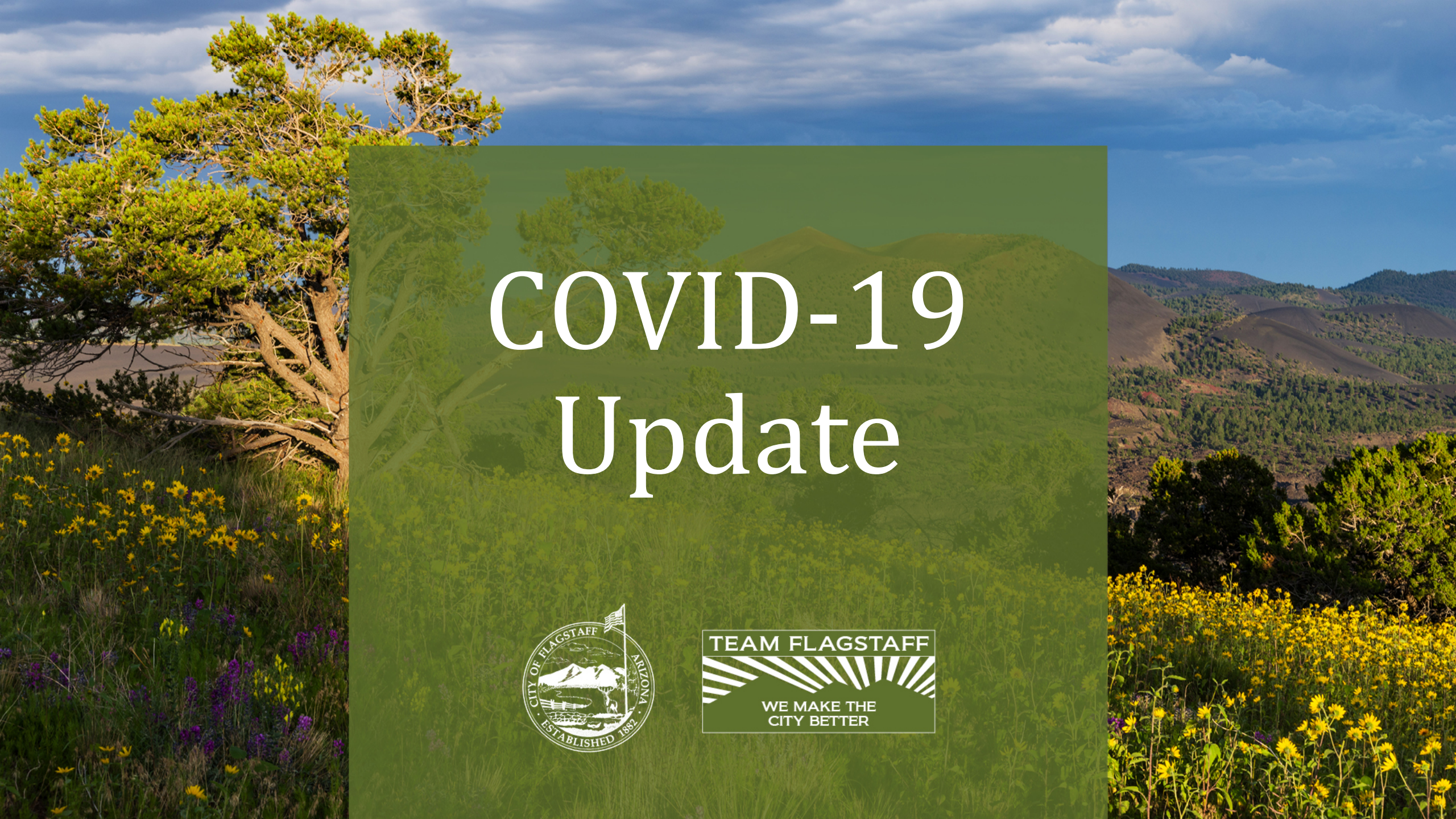
City staff will present the updated COVID-19 dashboard data and an update on Navajo and Hopi Tribal Nations situation with COVID-19.

INFORMATION:

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

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

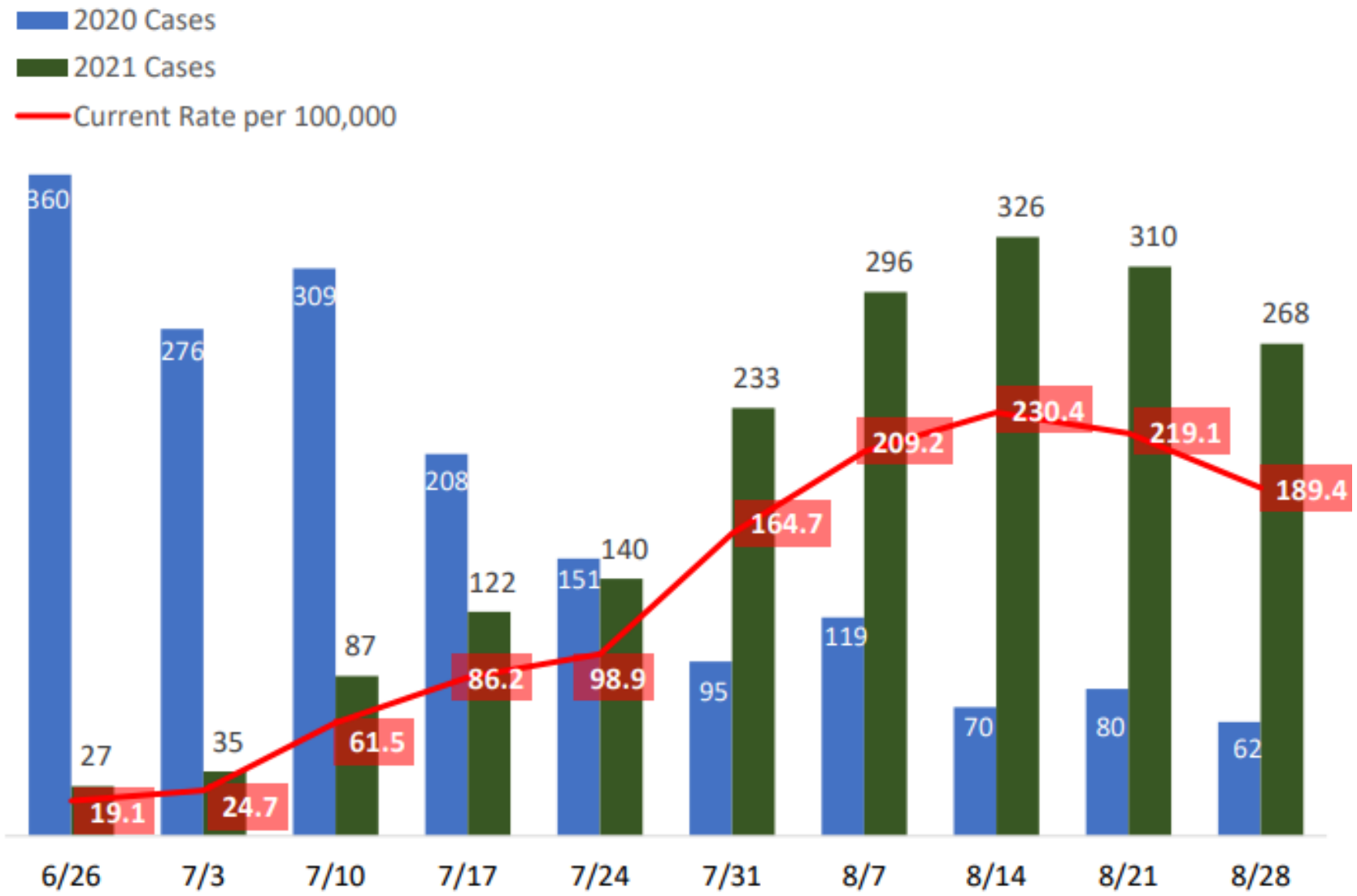
Attachments: Presentation


COVID-19
Update
CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882
TEAM FLAGSTAFF
WE MAKE THE
CITY BETTER

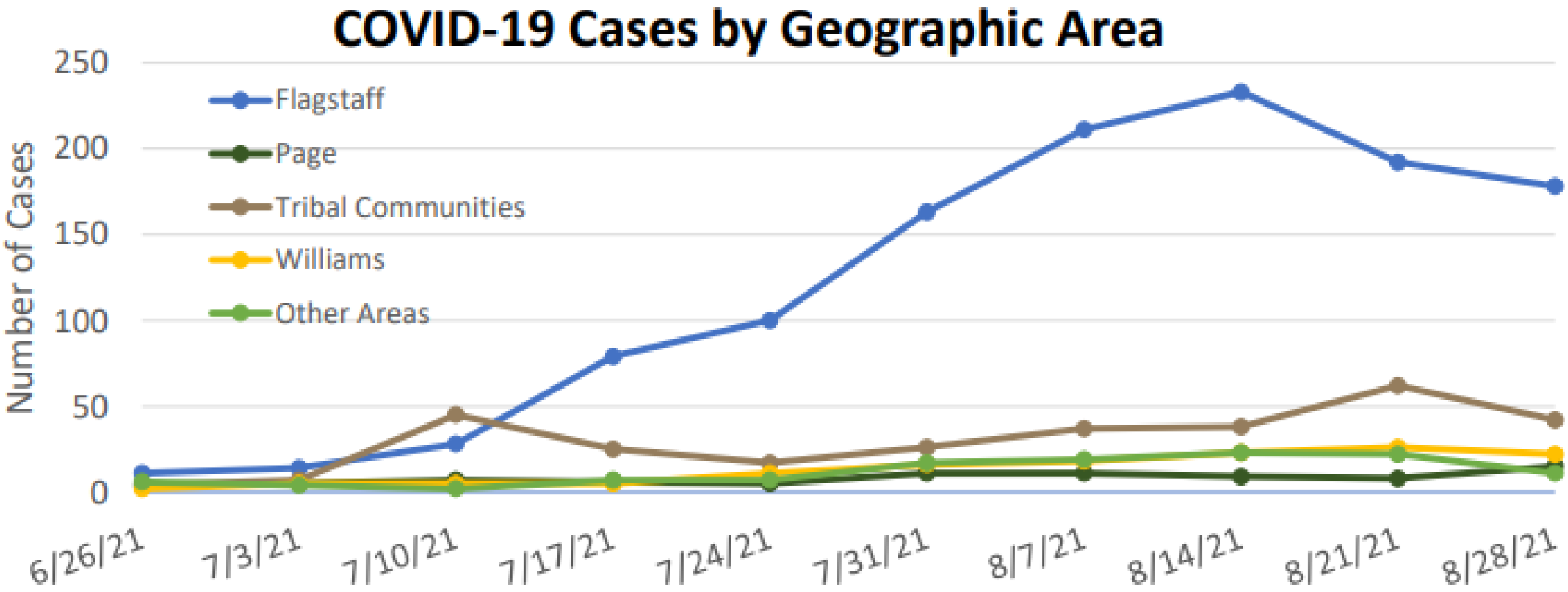
Agenda

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

CCHHS: COVID-19 Weekly Cases

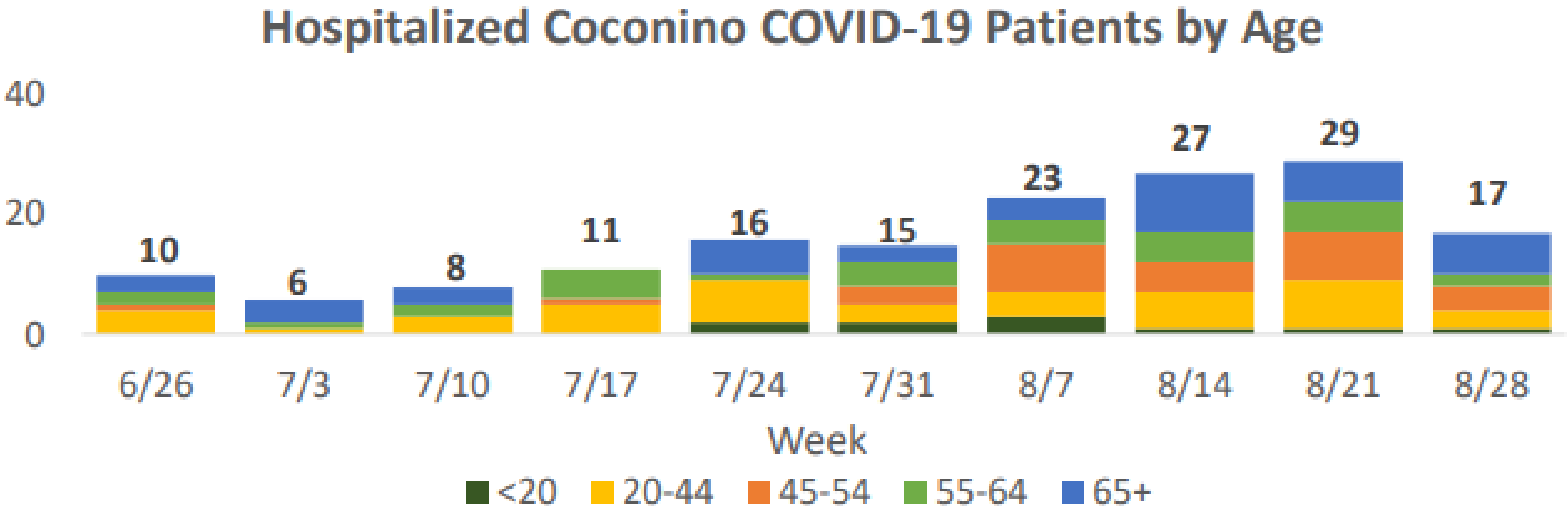


CCHHS: COVID-19 Weekly Cases



CCHHS: Hospital Admissions

Weekly Case Counts Among Coconino County Residents:



CCHHS: Hospital Admissions

Hospitalizations

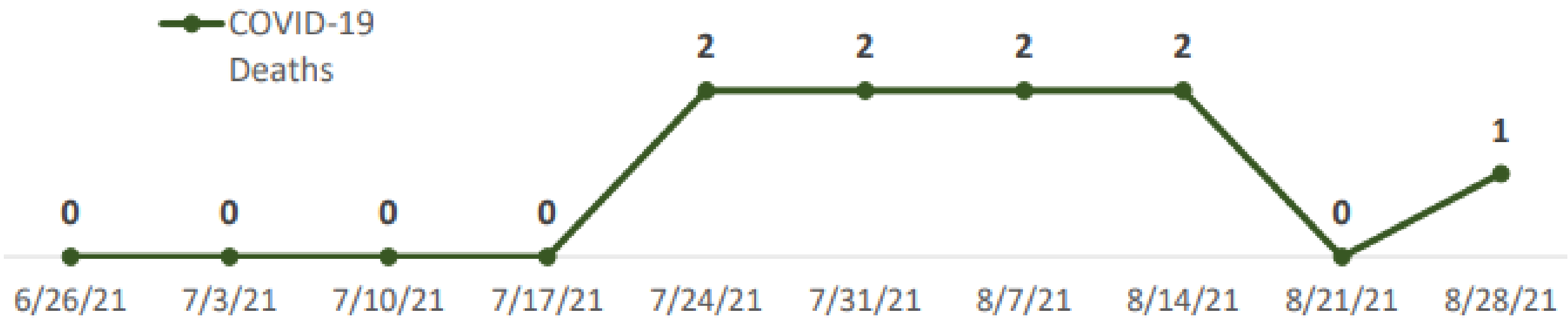
(not all hospitals are currently reporting hospitalization data to Coconino County):

	Banner Page Hospital	Flagstaff Medical Center	Tuba City Regional Healthcare
Adult ICU Bed Availability (N)	3	5	1
Adult ICU Bed Availability (%)	100%	12%	17%
Emergency Department Bed Availability (N)	7	0	30
Emergency Department Bed Availability (%)	78%	0%	100%
Med/Surg Bed Availability (N)	3	27	4
Med/Surg Bed Availability (%)	18%	18%	8%

*Hospital bed availability is determined based on bed availability as well as standard staffing schedules. Additional beds may be available that are not currently staffed.

CCHHS: COVID-19 Related Deaths

Weekly COVID-19 Deaths Among Coconino County Residents:



CCHHS: Community Transmission

Community Transmission

- Coconino County has a current **incidence rate** of **189.4 per 100,000**, **percent positivity** of **5.8%,** and **COVID-19-Like-Illness incidence (CLI)** of **5.0%*.**
- Coconino County is currently at a **High** ** level of community transmission.

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

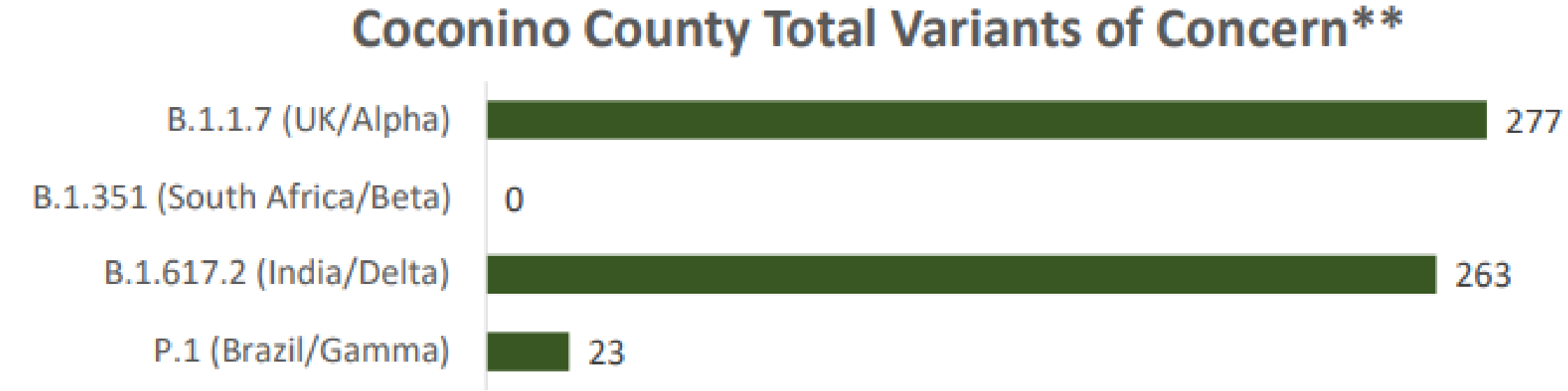
CCHHS: Community Vaccination

Doses in Coconino	
Total number of COVID-19 vaccine **doses administered:**	153,266
Total number of COVID-19 vaccine **doses ordered:**	100,318
Percent of COVID-19 vaccine **doses utilized:**	152.8%

People in Coconino	
Total number of **people** who have received at least **one dose** of COVID-19	84,141
Percent of people vaccinated:	57.1%
Number of people who are **fully vaccinated** against COVID-19:	72,795

CCHHS: Variants

COVID-19 Variants:

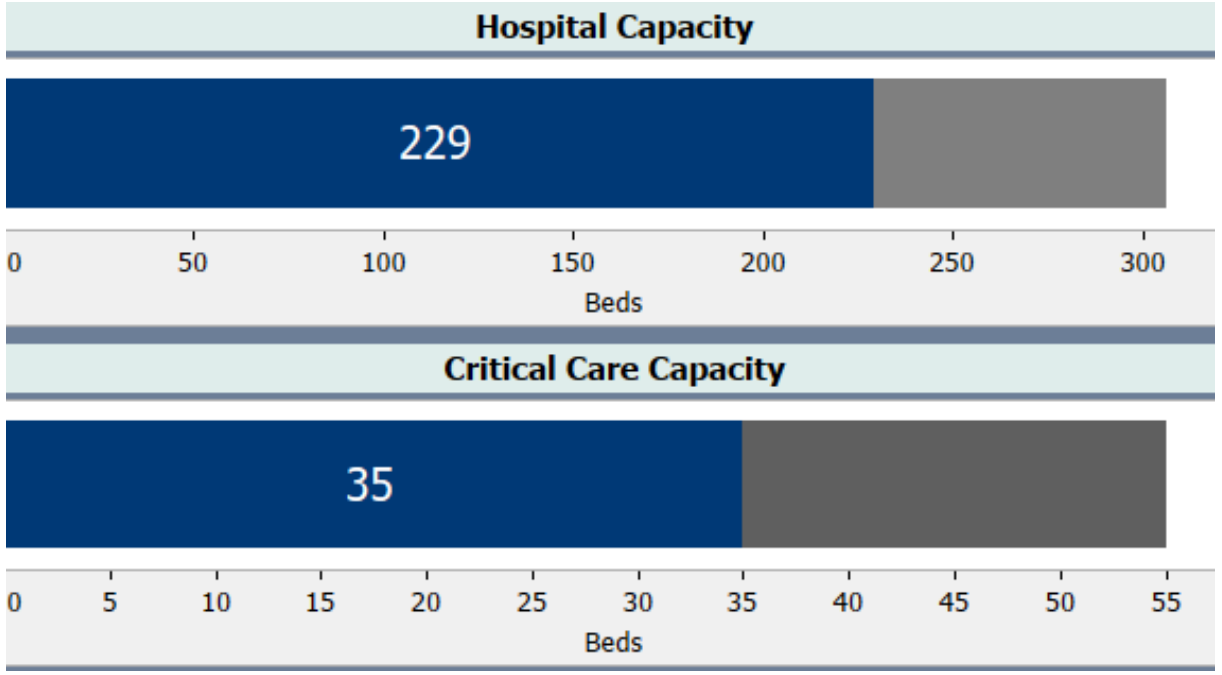


***A variant for which there is evidence of an increase in transmissibility, more severe disease (e.g., increased hospitalizations or deaths), reduced effectiveness of treatments or vaccines, or diagnostic detection failures as defined by the CDC. Current data suggest that COVID-19 vaccines authorized for use in the United States offer protection against variants currently spreading in Coconino County.*

NAH: Hospital Census

Flagstaff Medical Center Hospital Census
229

In House COVID-19 Patients	
Positive	Pending
25	2



Data as of September 3, 2021

Indigenous Nations Data

Navajo Nation

NN Health Facilities Data	Difference in 34 days	Current Week 9/1/21	Previous Date 7/29/21
Total Tested	+ 26,556	316,952	290,396
Negative Cases	+ 22,659	260,313	237,654
Confirmed Positive Cases	+ 1,299	32,650	31,351
Recoveries	+ 1,052	30,919	29,867
Deaths	+ 30	1,404	1,374

Indigenous Nations Data

Hopi Tribe

Hopi Health Care Center Data	Difference in 37 days	9/1/21 KUYI Radio FB	7/26/21 KUYI Radio FB
Total Tested	+ 525	10,647	10,122
Negative Cases	+ 492	9,104	8,612
Positive Cases	+ 37	1,464	1,427
Hopi Tribal members (includes #s from Tuba Hospital)	+ 36	1,356	1,320

Indigenous Nations Update

- Navajo Nation
  - Re-emphasis of Safer at Home Public Health Emergency Order
  - Mandated masking in public
  - Orange status
    - Businesses limits to 50% maximum capacity
    - Schools

Indigenous Nations Update

- Hopi Tribe
  - Encouraging vaccines for everyone ages 12 or older
  - Recommends face-masking inside public buildings, common areas and outside where physical distancing is not possible
  - PPE distribution by Hopi Foundation

Council Questions

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	08/30/2021
Meeting Date:	09/07/2021

TITLE:

Consideration of Appointments: Library Board.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring November 2023.

Executive Summary:

The Flagstaff City-Coconino County Public Library Board consists of two County residents, four City residents, and one each non-voting member, or designee, of the City Council and the Board of Supervisors. The Library Board serves as a citizen's advisory board to the Library Director. There is currently one City resident vacancy and one expired seat. It is important to fill vacancies on boards and commissions quickly so as to allow them to continue meeting on a regular basis.

There are eight applications on file for consideration by the Council as follows:

- Michael Carrigg (new applicant)
- Carmenlita Chief (new applicant)
- Lisa Cantor Ganey (new applicant)
- Corey Hartman (new applicant)
- Meredith Heller (new applicant)
- Richard McCormick (new applicant)
- Elisabeth "Dru" Monroe (new applicant)
- Chad Stiller (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Aslan and Councilmember McCarthy

Financial Impact:

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

Policy Impact:

Not applicable.

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

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

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint two Board Members: By appointing two members at this time, the Library Board will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: Library Board Authority

Official Records of Coconino County 3545683
Candace Owens - Recorder 11/23/2009 03:20 PM Pgs: 5
CITY OF FLAGSTAFF AM $11.00

A2009-1118.1

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

INTERGOVERNMENTAL AGREEMENT

Coconino County
and
City of Flagstaff

Flagstaff City – Coconino County Public Library Board

This Intergovernmental Agreement (IGA) is entered into this 18th day of Nov., 2009 (the "Effective Date"), by and between the City of Flagstaff ("Flagstaff"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Coconino County (the "County"), a body politic and corporate as provided in Sections 11-105 and 11-201 of the Arizona Revised Statutes, with offices at 219 East Cherry Street, Flagstaff, Arizona 86001. The City and the County may also be referred to as "Party" or "Parties" in this Agreement.

RECITALS

A. The Parties belong to the Coconino County Free Library District and sponsor or operate one or more public libraries ("Library") funded by and under the auspices of the District;

B. The Parties wish to set forth their agreement regarding the formation, membership and duties of a Flagstaff City – Coconino County Public Library Board (the Library Board");

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement the Operating Parties agree as follows:

1. Formation of the Library Board.

There is hereby established the Flagstaff City – Coconino County Public Library Board to consider and deliberate upon matters of concern to the City Council of the City of Flagstaff, the Board of Supervisors of the County, and the citizens of the City and the County that affect the operation and efficiency of the Library in order to provide an optimum level of library services using available resources. The Library Board shall act in an advisory capacity to, and make recommendations to, the Library Director, the City Manager, the City Council and the Board of Supervisors.

2. Membership.

The Board shall be composed of one (1) City Council Member, four (4) City residents, three (3)

Board members appointed by the Board of Supervisors of the County, one (1) appointee being a member of the County Board of Supervisors and two (2) being County residents. The City Council Member and the Supervisor shall be ex officio, non voting members.

3. Terms of Board Members; Vacancies.

3.1 Of the City residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, one shall be designated to serve for a term of two (2) years, and two shall be designated to serve a term of three (3) years from the date of their appointment. Thereafter, City residents shall be appointed for a term of office of three (3) years.

3.2 Of the two County residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, and the other shall be designated to serve for a term of two (2) years. Thereafter, County residents shall be appointed for a term of office of three (3) years.

3.3 The City Council and the Board of Supervisors shall promptly fill vacancies for the unexpired term of any member of the Board of appointments for which each governing body is responsible.

4. Organization of the Board

4.1 Within sixty (60) days after the effective date of this Agreement, and at the first meeting of the Board, the members of the Board shall elect a chairperson and a Vice-Chairperson. Elections for those officers shall be held thereafter annually on or about that anniversary date. No member shall serve more than three (3) successive terms as Chairperson.

4.2 The Library Director may be an ex-officio, non voting member of the Board.

5. Meetings.

5.1 The Board shall hold not less than ten (10) regular meetings annually which shall at all times be open to the public. The time and place of the meetings shall be posted in accordance with any currently applicable State statutes, including but not limited to the Arizona Open Meeting Law, regulating public meetings and proceedings.

5.2 A quorum shall be one more than half the voting membership of the Board.

5.3 If any Board member has two (2) consecutive unexcused absences, the remaining Board members may vote to terminate the appointment of the unexcused member. The Chairperson shall determine prior to any meeting if a member's absence is excusable.

6. Effective Date and Term

6.1 This Agreement shall be effective with respect to the City and the County at the time of its adoption by their governing bodies.

6.2 This Agreement shall continue in force and effect until midnight on June 30, 2020, unless sooner terminated as indicated in this Agreement; provided, however, that this Agreement shall be automatically renewed for an additional term of two (2) year unless notice of intent not to renew is given by either Party no less than sixty (60) days prior to the end of its initial term.

6.3 Notwithstanding anything to the contrary contained in this Agreement, it may be terminated by either Party, with respect to such Party, upon six (6) months' prior written notice of its intent to do so, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes § 38-511.F, in the event of the occurrence of any of the circumstances described in A.R. S. § 38-511.A.

7. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") for, 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 noncompliance with State or Federal law or arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

7.1 Notwithstanding any other provision of this Agreement to the contrary, any agreement by one party to hold harmless or indemnify the other party shall be limited to, and be payable only from, the indemnifying party's available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program.

8. Notices

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

If to Flagstaff:

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

If to the County:

Deputy County Manager
Coconino County
219 East Cherry Street
Flagstaff, Arizona 86001

9. Authority to Contract

Each of the Operating Parties represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement, in accordance with A.R.S. Sec. 11-952.

10. Prior Agreements, Integration, Modification

10.1 The parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this constitutes the parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement.

10.2 This Agreement may be modified or amended only by written agreement signed by or for all parties, and any such modification or amendment will become effective on the date specified in the amendment.

11. Severability

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the enforcement of such remaining terms shall continue to reflect substantially the intent of the parties to this Agreement.

12. Waiver

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

13. Headings

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

14. Governing Law

This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

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

City of Flagstaff

By: Sara Presler, Mayor

Coconino County

By: Matthew G. Ryan, Chairman
Board of Supervisors

Attest:

Laura Matthews for
City Clerk

Approved as to form and as to authority granted by law:

Jana H. Kyllgren for
City Attorney

Attest:

Wendy Ecklund
Clerk of the Board

Approved as to form and as to authority granted by law:

Jean E. Wilcox
Deputy County Attorney

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	08/30/2021
Meeting Date:	09/07/2021

TITLE:

Consideration of Appointments: Housing Commission

STAFF RECOMMENDED ACTION:

Make one appointment to a Community Representative seat for a term expiring in September 2023.
Make one appointment to a Building and Real Estate Professional - Lender seat to a term expiring in September 2024
Make one appointment to a Low Income Housing Expert seam to a term expiring in September 2024

Executive Summary:

The Housing Commission consists of thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. The Commission serves as an advisory board to City Council regarding housing policies, needs, and programs in Flagstaff. There are currently five seats available. We have received applications for three of the available seats. Staff has had difficulty recruiting for the Building and Real Estate Professional seats with a requirement of appointing at least one Builder and one Developer, as required by the ordinance.

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

There is one (1) Low Income Housing Expert application, one (1) Building and Real Estate Professional - Lender application, and and five (5) Community Representatives applications on file for consideration by the Council. The applications are as follows:

- Tyler Denham - Community Representative (new applicant)
- Karen Flores - Building & Real Estate Professional - Lender (current commissioner)
- Angelina Good - Community Representative (new applicant)
- Devonna McLaughlin - Low Income Housing Expert (current commissioner)
- Danielle Tiedeman - Community Representative (new applicant)
- Emmaline Tsosie - Community Representative (new applicant)
- Jayden Wheeler - Community Representative (new applicant)

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

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

Financial Impact:

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

Policy Impact:

None.

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

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

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint three Commissioners: By appointing members at this time, the Housing Commission will have 11 out of 13 seats filled, allowing the group to meet and provide recommendations to the City Council.
2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: Housing Commission Authority

ORDINANCE NO. 2019-25

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

RECITALS:

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

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

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

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

ENACTMENTS:

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

SECTION 1. In General.

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

CHAPTER 2-25
FLAGSTAFF HOUSING COMMISSION

2-25-001-0001 CREATION OF COMMITTEE

A Housing Commission is hereby created.

2-25-001-0002 MEMBERS AND OFFICERS

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

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

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

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

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

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

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

2-25-001-0003 TERMS AND OFFICERS

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

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

2-25-001-0004 ELIGIBILITY

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

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

2-25-001-0005 PURPOSE AND DUTIES

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

B. The Housing Commission shall:

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

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

2-25-001-0006 MEETINGS; ATTENDANCE

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

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

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

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of July, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	08/30/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Action on Liquor License Application: Jared Michael Repinski, "Lumberjack Pizza," 104 E. Route 66, Series 07 (beer and wine bar), Owner Transfer

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close 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 no recommendation; or
3) Forward the application to the State with a recommendation for denial based on 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 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A Series 07 license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. This Series 07 license was purchased from 104 E. Route 66, LLC by Flagstaff Pizza, LLC on July 2, 2021. Lumberjack Pizza is an existing business in Flagstaff and if approved, it will be one of the 24 active series 07 license in Flagstaff.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application with no concerns noted. To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

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 is no Council goal that applies.

Has There Been Previous Council Decision on This:
Not applicable.

Key Considerations:
Because the application is for an owner transfer, consideration may be given to both the applicant's personal qualifications as well as the location.

The deadline for issuing a recommendation on this application is September 10, 2021.

Community Benefits and Considerations:
This business will contribute to the tax base of the community.

Community Involvement:
The application was properly posted on August 17, 2021. No written protests have been received to date.

Attachments:
Letter to Applicant
Hearing Procedures
Series 07 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

8/24/2021

Jared Michael Repinski
PO Box 6252
Chandler, AZ 85246

Dear Mr. Repinski:

Your application for an owner transfer Series 7 Liquor License for Lumberjack Pizza located at 104 E. Route 66, Flagstaff, AZ was posted on August 17, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, September 7, 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) or in person 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 September 6, 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 07 Beer and Wine Bar License

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

PURPOSE:
Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or 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.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar.

Bar, beer and wine bar and restaurant licensees must pay an annual surcharge of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

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 #21-064

TO: **Chief Dan Musselman**

FROM: **Sgt. Ryan Turley**

DATE: **August 20th, 2021**

RE: **LIQUOR LICENSE APPLICATION – SERIES 7- FOR "Lumberjack Pizza"**

On August 20th, 2021, I initiated an investigation into an application for a series 7 (Beer and Wine Bar) liquor license filed by Jared Repinski (Agent), Julia Warshaw (Controlling Person) and Jonathan Warshaw (Controlling Person). This is an owner transfer license, and the application number is 155455. It is for Lumberjack which is located at 104 E Route 66.

I conducted a query through local systems and public access on the applicants and discovered no derogatory records. I conducted a search for any current or previous liquor licenses held by the applicants and found that Jared has many as he works for a liquor licensing service. I did not find any current or historical liquor violations for the applicant or the business. This business is not located within 300 feet of a school or church.

The business hours are 11:00 am to 9:00 PM Sunday through Thursday and 11:00 am to 10:00 pm Friday and Saturday. I spoke to Jonathan who advised that he or a representative would be present for the council meeting on September 7th, 2021

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

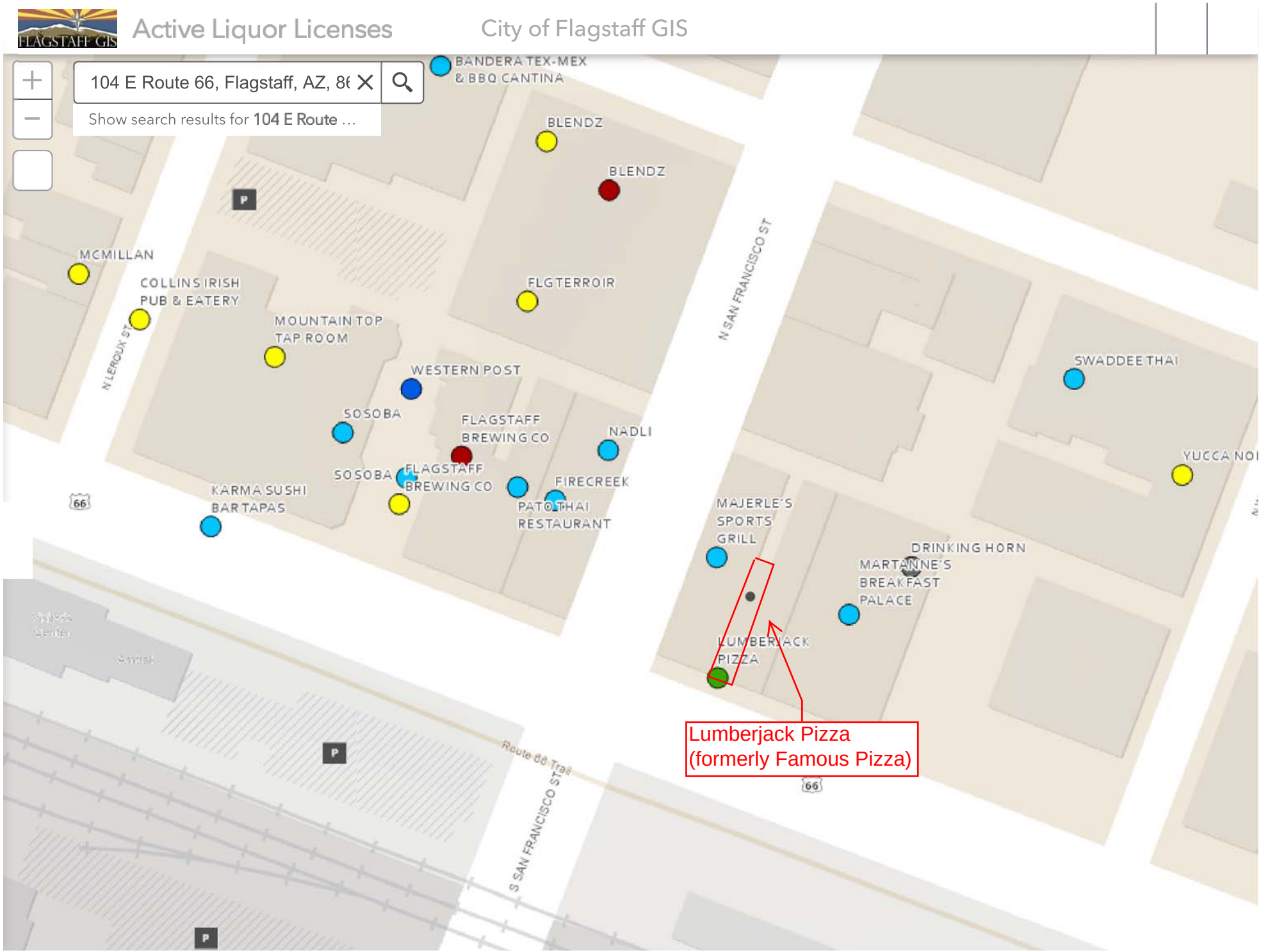
CC: Alaxandra Pucciarelli, Interim Planning Director

Date: August 6, 2021

Re: Application for Liquor License #155454
104 E Route 66, Flagstaff, Arizona 86001
Assessor's Parcel Number 101-21-011
Jared Michael Repinski on behalf of Flagstaff Pizza and Beer

This application is a request for a new Transfer Series 7 Beer & Wine Bar liquor license by Jared Michael Repinski on behalf of Flagstaff Pizza and Beer. This business is located within the Central Business 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
104 E Route 66, Flagstaff, AZ, 8
Show search results for 104 E Route ...
BANDERA TEX-MEX & BBQ CANTINA
BLENDZ
BLENDZ
MCMILLAN
COLLINS IRISH PUB & EATERY
MOUNTAIN TOP TAP ROOM
FLGTERROIR
N SAN FRANCISCO ST
N LEROUX ST
WESTERN POST
SOSOBA
FLAGSTAFF BREWING CO
NADLI
SWADDEE THAI
YUCCA NOI
SOSOBA
FLAGSTAFF BREWING CO
FIRECREEK
KARMA SUSHI BAR TAPAS
PAT'S THAI RESTAURANT
MAJERLE'S SPORTS GRILL
DRINKING HORN
MARTANNE'S BREAKFAST PALACE
LUMBERJACK PIZZA
Lumberjack Pizza
(formerly Famous Pizza)
Route 66 Trail
S SAN FRANCISCO ST
66
P

11. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	08/30/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Action on Liquor License Application: Adam Louis Harrington, "Harrington's Tap House," 2711 E. Lakin Drive, Series 07 (Beer and Wine Bar), New Application.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close 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 no recommendation; or
3) Forward the application to the State with a recommendation for denial based on 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 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A Series 07 license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Harrington's Tap House obtained the Series 7 license through the lottery and is a new business in Flagstaff and plans to serve beer and wine. If approved, it will be the 25th active series 07 license in Flagstaff.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application with no concerns noted. To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

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 is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

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

The deadline for issuing a recommendation on this application is September 10, 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 August 17, 2021. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 07 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

8/24/2021

Adam Louis Harrington
2711 E. Lakin Drive, Suite 2
Flagstaff, AZ 86004

Dear Mr. Harrington:

Your application for a new Series 7 Liquor License for Harrington's Tap House located at 2711 E. Lakin Drive, Suite 2, Flagstaff, AZ was posted on August 17, 2021. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, September 7, 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) or in person 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 September 6, 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 07 Beer and Wine Bar License

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

PURPOSE:
Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or 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.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar.

Bar, beer and wine bar and restaurant licensees must pay an annual surcharge of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

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 #21-063

TO: **Chief Dan Musselman**

FROM: **Sgt. Ryan Turley**

DATE: **August 20th, 2021**

RE: **LIQUOR LICENSE APPLICATION – SERIES 7- FOR "Harrington Tap House"**

On August 20th, 2021, I initiated an investigation into an application for a series 7 (Beer and Wine Bar) liquor license filed by Adam Harrington (Agent and Controlling Person). This is a new application, and the application number is 155518. It is for Harrington Tap House which is located at 2711 E. Lakin Drive, Suite 2.

I conducted a query through local systems and public access on the applicant and discovered no derogatory records. I conducted a search for any current or previous liquor licenses held by the applicant and found that Adam possesses a Series 10 (Beer and Wine Store) license for High Altitude Home Brew Supply. I did not find any current or historical liquor violations for the applicant or the business. This business is not located within 300 feet of a school or church.

I spoke to Adam who advised that he would be present for the council meeting on September 7th, 2021.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

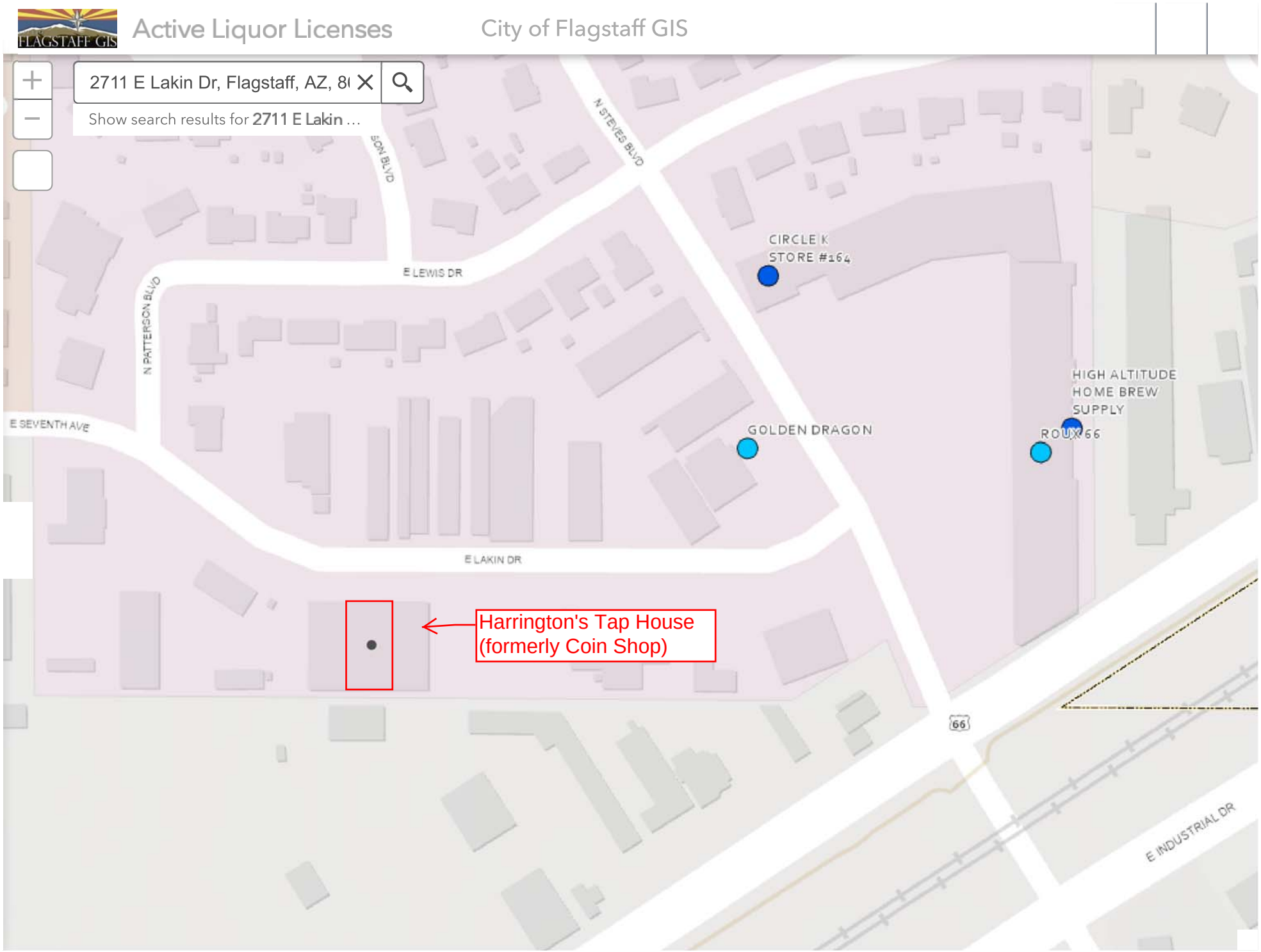
CC: Alaxandra Pucciarelli, Interim Planning Director

Date: August 5, 2021

Re: Application for Liquor License #155518
2711 E Lakin Dr. Ste.2, Flagstaff, Arizona 86004
Assessor's Parcel Number 108-10-061C
Adam Louis Harrington on behalf of Harrington's Tap House

This application is a request for a new Series 7 Beer & Wine Bar liquor license by Adam Louis Harrington on behalf of Harrington's Tap House. 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
2711 E Lakin Dr, Flagstaff, AZ, 8
Show search results for 2711 E Lakin ...
N STEVES BLVD
E LEWIS DR
N PATTERSON BLVD
E SEVENTH AVE
E LAKIN DR
CIRCLE K
STORE #164
GOLDEN DRAGON
HIGH ALTITUDE
HOME BREW
SUPPLY
ROUX 66
66
E INDUSTRIAL DR
Harrington's Tap House
(formerly Coin Shop)

12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	08/23/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Approval of Contract: Approve the Contract for Services with Chief Building Services, LLC for security services at City Libraries and City Hall; also approve the Contract for Services with Sedona Protective Services, LLC dba Southwest Protective Services for security services at City Parks locations.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Services with Chief Building Services, LLC, for security services at the following facilities:
    - City Libraries, not to exceed $90,000 annually.
    - City Hall, not to exceed $40,000 annually.
2. Approve the Contract for Services with Sedona Protective Services, LLC, dba Southwest Protective Services for security services at City Parks locations, not to exceed $35,000 annually.
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

City Libraries, City Hall and City Parks have been contracting with security services independent of one another, based on lowest informal quotes per the Procurement Code Manual. City Libraries, City Facilities and City Parks have received budget appropriations for full-time security services at the Downtown and East Side Libraries, City Hall and City Parks. Because the overall anticipated annual spending on Citywide security services would likely exceed the formal procurement threshold, an Invitation for Bids (IFB) was posted to the public through PlanetBids. This was also done in order to establish more competitive pricing using a fair and transparent formal procurement process while combining all departmental needs for security guards into a single solicitation.

The formal competitive IFB process for security and patrolling services needed for the City Libraries, City Hall and City Parks locations was issued, and the solicitation closed for bids on April 8, 2021. Six submissions were received in response to the Security Guard IFB. City Libraries staff and City Hall staff selected Chief Building Services, LLC, as their preferred and lowest cost provider of these security services. City Parks staff selected Sedona Protective Services, LLC, dba Southwest Protective Services ("Southwest Protective Services"). The deciding factor for City Parks staff was the need for nightly car patrols and overall cost.

Financial Impact:

The security services are budgeted for in each sections' ongoing operating funds each fiscal year in the amounts of:

1. City Libraries - $90,000.00
2. City Hall - $40,000.00
3. City Parks and Recreation - $35,000.00

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

Safe and healthy community and high performing governance by ensuring that City Libraries, City Hall and City Parks locations follow consistent standards, rules and regulations and land use practices as well as serving the public by providing high quality customer service through onsite security services as well as security and patrolling of park assets.

Regional Plan

Goal PF.2 Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics. Civic facilities such as the City Libraries, City Hall, and City Parks public spaces and the associated amenities are managed in an efficient, effective, and safe manner by providing the proper security and patrolling services.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the Contracts for Services with Chief Building Services, LLC and Southwest Protective Services; or
2. Do not approve the Contracts for Services that would provide security and patrolling services and direct Staff how to proceed.

Background/History:

Procurement received a total of six bids in response to the formal IFB solicitation for Security Services. There were two contractors that provided the lowest responsive and responsible bids to service the City Libraries, City Hall, and City Parks locations. Those two contractors are Chief Building Services, LLC, for the City Libraries and City Hall onsite security services, and Southwest Protective Services, for City Parks locations for security and patrolling services. Combining the security needs of the City Libraries, City Hall and City Parks locations will likely exceed the $50,000 formal procurement threshold, at which point City Council approval is needed. Staff asks that City Council award both contracts to provide the security services as defined in the Scope of Work.

For City Library facilities (Downtown and East Side) and City Hall, the onsite security services are used for various circumstances including security and crowd limits within public spaces during the pandemic and normal operating conditions. City Libraries and City Hall currently have special hours of operation which security has helped enforce by informing the public of these special hours of operation as well as acting to help ensure the public is following City Council directives as related to mask mandates, hours of operation, proper sanitation for, and limiting building access to, those individuals entering City of Flagstaff public facilities. City Parks locations currently do not have security services for patrols of public spaces owned and operated by the City of Flagstaff.

Key Considerations:

The need for onsite security services at civic facilities owned and operated by the City of Flagstaff, including, the Downtown Library, East Flagstaff Library, City Hall, and City Parks locations, offers an excellent opportunity to provide another layer of customer service and satisfaction for our community partners and customers. Security officers will interact not only with staff but also patrons of these facilities. This interaction with staff and customers will ensure all service needs in the community are met in a courteous and safe environment. The need for security and patrolling services in park amenities in the evening hours will ensure public and property safety at the permanent restrooms, including Downtown, Citizens Cemetery, two skate parks, and one BMX park, and are essential to ensure public and property safety during the hours of closure.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

The benefit to the community in providing the security services at civic buildings and public spaces owned and operated by the City of Flagstaff not only increases the level of public service to these areas but also provides a safe environment for all to enjoy.

Community Involvement:

None.

Expanded Options and Alternatives:

None.

Attachments:
Chief Building Contract
Chief Building Bid Sheet
Southwest Contract
Southwest Bid Sheet

CONTRACT FOR SERVICES

Contract No. 2021-28

This Contract is entered into this_____day of_____, 20___by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Chief Building Services, LLC, an Arizona Limited Liability Company ("Contractor").

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

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

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

Security Services: City Library Facilities & City Hall

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

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor a total amount not to exceed **one-hundred thirty thousand dollars ($130,000)**, as specified in the attached **Bid Sheet**:

   a. City Library Facilities Account: An amount not to exceed Ninety Thousand Dollars and Zero Cents ($90,000.00)

   b. City Hall Account: An amount not to exceed Forty Thousand Dollars and Zero Cents ($40,000.00)

3. Invoices: A separate invoice shall be issued by the Contractor for Security Services conducted at the location of: (1) the City Library Facilities; or (2) City Hall. Invoices shall include the Contract and/or Purchase Order number, the location of and dates when Security Services were provided. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory services received by the City.

4. 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*.

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

6. City Representatives: All communications to the City shall be through the City Representative who will be responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

   a. The Representative for City Library Facilities is Jared Tolman, Executive Director, Flagstaff City Coconino Public Library.

b. The Representative for the City Hall Facility is Craig Smith, Facilities Maintenance Superintendent, City of Flagstaff.

7. Contract Term: The Contract term is for a period of one (1) year unless terminated pursuant to the Standard Terms and Conditions attached hereto as ***Exhibit B***. This Contract shall be effective as of the date signed by both parties.

8. Renewal: This Contract may be renewed 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) will have the authority to approve renewal on behalf of the City.

9. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as ***Exhibit B***.

10. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds $50,000; otherwise, the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

11. Insurance: Contractor will meet the insurance requirements of the City set forth in ***Exhibit D.***

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

To City Procurement:

Brian Eilerts
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
Brian.Eilerts@Flagstaffaz.gov

To the Contractor:

Chief Building Services, LLC
Al Hawkins, President
4643 E. Thomas Road, Suite 11
Phoenix, AZ 85018
Sales@Cheifbldservices.com

Regarding the Library:

Jared Tolman, MLS
Library Director
Flagstaff City-Coconino County Public Library
300 W. Aspen Ave.
Flagstaff, AZ 86001
jtolman@flagstaffpubliclibrary.org

Regarding City Hall:

Craig Smith
Facilities Maintenance Superintendent
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Craig.Smith@flagstaffaz.gov

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

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK – LIBRARY FACILITIES:

Security officers provided under this contract will perform work of moderate difficulty attending to the needs of the City of Flagstaff Libraries by providing security services at the Downtown and East Flagstaff locations. Guard services are needed as well as evening checks at both locations.

Observed Holidays are New Year's Day, Martin Luther King Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following Thanksgiving, & Christmas Day.

Flagstaff Public Library (Downtown)
300 W. Aspen Ave.
Flagstaff, AZ 86001

On-Site Guard Service

Guard services will include staying on site from 1100 hours to 1700 hours (11:00 am to 5:00 pm) Monday – Saturday and 0900 hours to 1300 hours (9:00 am – 1:00 pm) on Sunday. The guard will serve as a deterrent for crime and behavioral incidents. The guard will assist library staff with any concerns. The guard may be asked to assist in informing patrons of policy and enforcing policy, creating a safe and secure environment for all those in the library. Guard will always conduct themselves professionally and politely in assisting library staff and patrons. The guard will patrol the designated area to make his/her presence known. The guard will keep an eye out for suspicious behavior and check the perimeter regularly. The guard is to patrol the grounds in and around the area, deterring crime and searching for problems. When incidents occur, the guard is required to write a written report of the event for the library's record.

One check nightly

Check nightly - everyday but holidays. Monday through Thursday check is at 1950 hours (7:50 pm), Friday check is at 1750 hours (5:50 pm). The Saturday check is at 1650 hours (4:50 pm) and the Sunday check is at 1250 hours (12:50 pm), the weekend checks will be performed by on-site guard. Enter building and check in with Reference staff on duty. Walk the interior of the building inform people the library is closing. Check the restrooms for people. Deter any potential incidents or criminal activity. Once the library is closed the guard will perform another check to make sure everyone is gone. If there is a problem the guard will stay with library staff until the problem is resolved. Once all patrons are out of the library, guard will secure front doors. Then he/she will drive around to the back driveway and wait for staff to leave the garage and make sure the garage door closes. No service on holidays as Library is closed.

East Flagstaff Community Library
3000 N. Fourth Street, Suite 5
Flagstaff, AZ 86004

On-Site Guard Service

Guard services will include staying on site from 1100 hours to 1700 hours (11:00 am to 5:00 pm) Monday – Friday, 0900 hours to 1300 hours (9:00 am – 1:00 pm) Saturdays, and 1100 hours to 1700 hours (11:00 am to 5:00 pm) Sundays. The guard will serve as a deterrent for crime and behavioral incidents. The guard will assist library staff with any concerns. The guard may be asked to assist in informing patrons of policy and enforcing policy, creating a safe and secure environment for all those in the library. Guard will always conduct themselves professionally and politely in assisting library staff and patrons. The guard will patrol the designated area to make his/her presence known. The guard will keep an eye out for suspicious behavior and check the perimeter regularly. The guard is to patrol the grounds in and around the area, deterring crime and searching for problems. When incidents occur, the guard is required to write a written report of the event for the library's record.

One check nightly

Check nightly - everyday but holidays. Monday through Thursday check is at 1950 hours (7:50 pm), Friday check is at 1750 hours (5:50 pm). The Saturday check is at 1250 hours (12:50 pm), and Sunday check is at 1650 hours (4:50 pm), the weekend checks will be performed by on-site guard. Enter building and check in with front desk staff on duty. Walk the inside perimeter of the building ensuring all windows are secured and inform people the library is closing. Check the restrooms for people. Deter any potential incidents or criminal activity. Once the library is closed, guard will perform another check to make sure everyone is gone. If there is a problem the guard will stay with library staff until the problem is resolved. Once all patrons are out of the library, guard will secure front doors and wait while staff get into their cars. No service on holidays as Library is closed.

SCOPE OF WORK – CITY HALL:

Security guards provided under this contract will perform work of moderate difficulty attending to the needs of the City of Flagstaff City Hall by providing security services in this facility during normal working hours.

Observed Holidays are New Year's Day, Martin Luther King Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following Thanksgiving, & Christmas Day.

Flagstaff City Hall
211 W. Aspen Ave.
Flagstaff, AZ 86001

On-Site Guard Service

Guard services will include staying on site during posted business hours of the facility – rotating as the schedule changes (Winter / Summer) Monday – Friday. The guard will serve as a deterrent for crime and behavioral incidents. The guard will assist City staff with any concerns. The guard may be asked to assist in informing patrons of policy and enforcing policy, creating a safe and secure environment for all City employees and public patrons. Guard will always conduct themselves professionally and politely in assisting City Hall staff and patrons. The guard will patrol the designated area for public access to make his/her presence known. The guard will keep an eye out for suspicious, rude, or unruly behavior including vagrancy in support of business only access and check the perimeter regularly. The guard is to patrol the grounds in and around the area, deterring crime and searching for problems.

EXHIBIT B

CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

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

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

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

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

PAYMENT

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

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

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

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

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

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

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

11. **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

12. **INDEPENDENT CONTRACTOR:** Contractor, and each of Contractor's employees, shall be considered independent contractors 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.

INSPECTION, RECORDS, ADMINISTRATION

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

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

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

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

INDEMNIFICATION, INSURANCE

17. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract.

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

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

losses, royalties, profits and damages, attorneys' fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

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

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

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

23. 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.

24. 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.

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

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

EMPLOYEES AND SUBCONTRACTORS

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

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

Nondiscrimination Act of 2008. In addition, any Contractor shall also comply with City Code, Chapter 14-02, Civil Rights which prohibits discrimination based upon sexual orientation, or gender identity or expression.

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

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

DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

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

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

MISCELLANEOUS

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

42. **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.

43. **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.

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

45. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall

be filed in Coconino County, Arizona.

46. 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.

47. 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

SPECIAL TERMS AND CONDITIONS

1. Comply with all federal, State, and Local Statutes, ordinances, and Regulations while performing services outlined in the scope of work or those added or modified at a later date.

2. Provide qualified, trained security guards, licensed by the State of Arizona.

3. Security guards will be well groomed, exhibit good hygiene and present themselves in a professional manner at all times.

4. The Contractor shall have their security guard employees wear a company uniform and supply necessary equipment.

5. Provide all supervision of the trained guards.

6. Provide security services to the locations on holidays and include a line item if there is an additional charge for holiday pay.

7. Provide a monthly written report with the billing of any criminal activity at the locations and include a line item if there is an additional charge for standby time. Per minute cost.

8. Provide a cost option for each nightly check duty (1st check, 2nd check, & 3rd check) so the City can add additional sites at a later date.

9. The City reserves the right to add and/or remove services and/or facilities during the life of this contract. Additionally, the City reserves the right to make changes or adjustments to the various service hours, service frequencies and services provided as necessitated by the requirements, usage and needs of each facility manager.

EXHIBIT D

INSURANCE

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

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

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

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

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

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

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

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

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

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

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

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

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

   Attention: Brian Eilerts
   Contract No. 2021-28
   Purchasing Department
   City of Flagstaff
   211 W. Aspen Ave.
   Flagstaff, Arizona 86001
   Brian.Eilerts@Flagstaffaz.gov

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

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

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

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

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

CITY OF FLAGSTAFF
SECURITY GUARD SERVICES
BID NUMBER 2021-28
CHIEF BUILDING SERVICES

BID FORM

PLEASE SEE THE ATTACHED SCOPE OF WORK, *EXHIBIT A* FOR SPECIFICATIONS OF REQUIRED SERVICES, LOCATIONS, HOURS AND DAYS. ENTER THE HOURLY SERVICE CHARGES/BID AMOUNTS FOR THE LIBRARY SECURITY GUARD SERVICES AND THE WEEKLY CHARGES FOR EACH OF THE PARKS FACILITIES FOR ALL SERVICES SPECIFIED IN THE SCOPE OF WORK

HOURLY LIBRARY RATES AND WEEKLY RATES FOR EACH PARKS FACILITIES

FACILITY/DESCRIPTION	COST PER HOUR
Downtown Library	$ 22.00
East Flagstaff Library	$ 22.00
City Hall	$ 22.00

FACILITY/DESCRIPTION	COST PER WEEK (provide breakdowns)
Bushmaster Park	$
Foxglenn Park	$
BMX Bicycle Facility	$
Downtown/Heritage Square Restrooms	$
Thorpe Park Softball Complex	$
Flagstaff Citizen Cemetery	$
Boys and Girls Club Basketball Courts	$
Sawmill Restrooms	$

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

Signature of Person Authorized to Sign Bid

President
Title

CONTRACT FOR SERVICES

Contract No. 2021-28

This Contract is entered into this____day of_, 20___by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Sedona Protective Services, LLC, an Arizona Limited Liability Company d/b/a Southwest Protective Services ("Contractor").

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

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

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

Security Services: Parks and Recreation Locations

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

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents **($35,000.00)** as defined by *Exhibit A* and the attached Bid Sheet.

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

5. City Representative: The City Representative is Amy Hagin, Public Works Manager. All communications to the City shall be through the City Representative who is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

6. Contract Term: The Contract term is for a period of one (1) year unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both parties.

7. Renewal: This Contract may be renewed 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.

8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as *Exhibit B*.

9. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds $50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

10. Insurance: Contractor shall meet insurance requirements of the City, set forth in *Exhibit D.*

11. Notice: Any formal notice concerning 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 Avenue
Flagstaff, AZ 86001
Brian.Eilerts@Flagstaffaz.gov

Amy Hagin
Public Works Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
AHagin@flagstaffaz.gov

To the Contractor:

Cynthia Alcoset
Sedona Protective Services
2710 N. Steves Blvd., Suite B
Flagstaff, AZ 86004
928-774-4645
Cynthia@SWPS.US

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

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

Scope of Work – Parks and Recreation:

The security service provided under this contract will perform work of moderate difficulty attending to the needs of the City of Flagstaff implementing the security of City Facilities, specific Park amenities, and the public restrooms at park grounds.

Service will include one (1) nightly check 365 days of the year. The check is to include an overall patrol of the park with the securing of the following specific amenities: skate parks, bicycle park and permanent restroom facilities. Securing includes clearance of any guests in the park, lock-up of any gates and restroom doors, and a final sweep of the property to ensure all guests have vacated the property. The hours for this service will occur between 2200-2300 hours Sunday through Thursday, and between 2300-2400 hours Friday and Saturday.

Duties include, but are not limited to the following:

- Securing the lockup of the BMX Bicycle Facility, Foxglenn Skate Park, and Bushmaster Skate Park which are gated park amenities
- Securing the restrooms at Bushmaster Park, Foxglenn Park, Buffalo Park, Thorpe Park Softball Complex and the Downtown Restrooms between the hours of 2200-2300 hrs, Sunday through Thursday, and 2300-2400 hrs, Friday and Saturday. Check interior of restrooms for problems or occupants. If occupied, wait for occupant to leave, and then secure the restroom.
- Provide a slow drive through of all parks, spotlighting and checking areas for trespassers and removal of unauthorized persons if found after hours.
- Patrolling and securing of gate at the Citizens Cemetery at 1900 hours every day of the week.
- All patrols include checking for problems and deterring criminal activity.
- Provide qualified, trained officers, licensed by the State of Arizona.
- The security company shall have their security officers' employees wear a company uniform and supply necessary equipment.
- Provide all supervision and trained guards.
- Provide security services on holidays and provide a line item in the invoice if there is an additional charge for holiday pay.
- Provide a monthly written report with the billing of any criminal activity and provide a line item if there is an addition charge for stand by time. Per minute cost.

Permanent Park Restroom Locations (five)
Bushmaster Park
3150 N. Alta Vista, Flagstaff, AZ 86004

Foxglenn Park
4200 E. Butler Avenue, Flagstaff AZ 86004

Buffalo Park
2400 N. Gemini Road, Flagstaff, AZ 86001

Downtown/Heritage Square Restrooms
6 E. Aspen Avenue, Flagstaff AZ 86001

Thorpe Park Softball Complex (open typically from May 1 to September 15)
600 N. Thorpe Road, Flagstaff AZ 86001

Skate Park Locations (two)
Foxglenn Park
4200 E. Butler Ave, Flagstaff AZ 86004

Bushmaster Park
3150 N. Alta Vista, Flagstaff, AZ 86004

Bicycle Park Location (one)
BMX Bicycle Facility
1700 E. 6th Ave, Flagstaff AZ 86004

Cemetery Location(one)
Flagstaff Citizen Cemetery
1300 South San Francisco Street, Flagstaff AZ 86001

Cogdill (Boys and Girls Club)
301 South Paseo Del Flag, Flagstaff AZ 86001
Locking of the Cogdill basketball court each evening (365 days a year) by 10 PM

EXHIBIT B

CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

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

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

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

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

PAYMENT

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

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

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

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

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

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

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

11. **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

12. **INDEPENDENT CONTRACTOR:** Contractor, and each of Contractor's employees, shall be considered independent contractors 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.

INSPECTION, RECORDS, ADMINISTRATION

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

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

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

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

INDEMNIFICATION, INSURANCE

17. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract.

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

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

losses, royalties, profits and damages, attorneys' fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

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

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

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

23. 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.

24. 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.

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

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

EMPLOYEES AND SUBCONTRACTORS

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

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

Nondiscrimination Act of 2008. In addition, any Contractor shall also comply with City Code, Chapter 14-02, Civil Rights which prohibits discrimination based upon sexual orientation, or gender identity or expression.

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

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

DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

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

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

MISCELLANEOUS

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

42. **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.

43. **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.

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

45. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall

be filed in Coconino County, Arizona.

46. 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.

47. 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

SPECIAL TERMS AND CONDITIONS

1. Comply with all federal, State, and Local Statutes, ordinances, and Regulations while performing services outlined in the scope of work or those added or modified at a later date.

2. Provide qualified, trained security guards, licensed by the State of Arizona.

3. Security guards will be well groomed, exhibit good hygiene and present themselves in a professional manner at all times.

4. The Contractor shall have their security guard employees wear a company uniform and supply necessary equipment.

5. Provide all supervision to trained guards.

6. Provide security services on holidays and provide a line item if there is an additional charge for holiday pay.

7. Provide a monthly written report with the billing of any criminal activity and provide a line item if there is an additional charge for standby time. Per minute cost.

8. Provide a cost option for each nightly check duty (1st check, 2nd check, & 3rd check) so the City can add additional sites at a later date.

9. The City reserves the right to add and/or remove services and/or facilities during the life of this contract. Additionally, the City reserves the right to make changes or adjustments to the various service hours, service frequencies and services provided as necessitated by the requirements, usage and needs of each facility manager.

EXHIBIT D

INSURANCE

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

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

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

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

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage $2,000,000

c. Automobile Liability

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

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

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

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

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

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

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

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

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

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

Attention: Brian Eilerts
Contract No. 2021-108
Purchasing Department
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
Brian.Eilerts@Flagstaffaz.gov

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

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

certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before Contractor commences work.

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

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

CITY OF FLAGSTAFF
SECURITY GUARD SERVICES
BID NUMBER 2021-28

BID FORM

PLEASE SEE THE ATTACHED SCOPE OF WORK, *EXHIBIT A* FOR SPECIFICATIONS OF REQUIRED SERVICES, LOCATIONS, HOURS AND DAYS. ENTER THE HOURLY SERVICE CHARGES/BID AMOUNTS FOR THE LIBRARY SECURITY GUARD SERVICES AND THE WEEKLY CHARGES FOR EACH OF THE PARKS FACILITIES FOR ALL SERVICES SPECIFIED IN THE SCOPE OF WORK

HOURLY LIBRARY RATES AND WEEKLY RATES FOR EACH PARKS FACILITIES

FACILITY/DESCRIPTION	Cost/week	COST PER HOUR
Downtown Library	$67.50 per week	$ $27.50 per hour
East Flagstaff Library	$67.50 per week	$ $27.50 per hour
City Hall		$ $27.50 per hour

FACILITY/DESCRIPTION	COST PER WEEK (provide breakdowns)
Bushmaster Park (Skate Park)	$ $157.50 per week
Foxglenn Park (Skate Park)	$ $101.25 per week
BMX Bicycle Facility	$ $56.25 per week
Downtown/Heritage Square Restrooms	$ $56.25 per week
Thorpe Park Softball Complex	$ $56.25 per week
Flagstaff Citizen Cemetery	$ $101.25 per week
Cogdill Boys and Girls Club Basketball Courts	$ $56.25 per week
Buffalo Park	$ $56.25 per week

Additional Minutes for additional incidents or circumstances billed at $1.50 per minute

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

Cynthia Alcoset
Signature of Person Authorized to Sign Bid

CEO
Title

Cynthia Alcoset
Printed Name

04/05/2021
Date

12. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Co-Submitter:	Andy Bertelsen
Date:	06/14/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Approval of Cooperative Purchasing Contract: Purchase of one (1) Commercial Front Load Refuse Truck and one (1) Residential Side Load Refuse Truck from Rush Truck Center Arizona through the Houston-Galveston Area Council (H-GAC) Cooperative Purchase Agreement, Contract No. HT06-20.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of one (1) Commercial Front Load Refuse Truck in the amount of $307,615.19, and one (1) Residential Side Load Refuse Truck in the amount of $325,165.21, for a total purchase amount of $632,780.40 (page 1 of pricing worksheet) from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchasing Agreement, Contract No. HT06-20; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Solid Waste Collection Program uses these trucks daily to collect commercial and residential refuse and recyclable materials. Consistent reliability of these vehicles ensure the Solid Waste Collection Program can provide services to the City of Flagstaff facilities, privately owned businesses and maintain our contractual obligations with Northern Arizona University, Flagstaff Unified School District and residents of the City of Flagstaff. The purchase of these trucks has been approved by the Fleet Management Committee; the trucks that are being replaced meet the City's Fleet Management replacement criteria. These new trucks will be replacing vehicles that are 12 years old. Additionally, the manufacturer of the chassis in the older trucks is no longer in operation which causes the parts to be extremely difficult and expensive to source, affecting the reliability of the trucks. The combined costs of maintenance for these two vehicles was $81,374 last year, and a combined lifetime maintenance cost of $785,216. The new trucks will have far superior emission standards and fuel efficiencies making them more environmentally beneficial. The Equipment warranty and services are supported locally in Flagstaff by Rush (Peterbilt) Truck Centers Arizona.

Financial Impact:

The Solid Waste Collection Program has $1,521,267.00 remaining budget capacity in the Fleet Capital line item for the replacement of collection trucks in FY 2019-20 in accounts 211-06-166-0641-0-4401, 211-06-166-0643-0-4401 and 211-06-166-0644-0-4401. The Section is planning on utilizing $632,780.40 of those funds for the purchase of two (2) vehicles.

Policy Impact:

None.

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

High Performing Governance

Serve the public by providing high quality customer service.

Has There Been Previous Council Decision on This:

No. These trucks are budgeted for Fiscal Year 2021-2022 and are replacement trucks for Solid Waste Collection Operations. The old trucks will be auctioned off or used for spare parts and the manufacturer of the chassis is no longer in business.

Options and Alternatives:

Option 1. Approve the Cooperative Purchase Contract (2022-30) with Rush Truck Center Arizona for the purchase of one (1) Commercial Side Load Refuse Truck and one (1) Residential Front Loader Refuse Truck.

Option 2. The City conducts its own competitive bid process.

Option 3. Attempt to acquire used parts and service resources (some parts for outdated equipment no longer available on the market) from independent vendors and internal resources to keep our aging equipment in service.

Background/History:

The purchase of these proposed collection vehicles was approved in the Fiscal Year 2021-2022 equipment replacement budget and provide for the sustainable operation of Solid Waste Collection Program services. All of the trucks being considered for replacement meet the City's Fleet Management criteria for replacement for mileage/hours used and life to date costs. All proposed fleet purchases were approved by the Fleet Management Committee for replacement. Access to parts and diagnostic support has become more challenging for the equipment to be replaced and the Fleet Management Committee used the appropriate criteria such as life to date repair costs to score and approve these replacement requests. Solid Waste vehicles under consideration for Fiscal Year 2021-2022 were appropriately planned and budgeted. City Procurement has purchased Solid Waste vehicles through the Houston-Galveston Area Council Cooperative Purchasing Agreement in the past. Solid Waste is again choosing to utilize this cooperative purchasing agreement ensuring the City of Flagstaff a fiscally sound purchase.

Purchasing staff reviewed the agency contract to confirm validity of terms and similar scoped equipment. The contract from the Houston-Galveston Area Council is fully validated to conform with City procurement rules. Purchasing staff worked with the vendor to develop the draft City of Flagstaff Cooperative Purchase Contract attached herein.

Key Considerations:

A significant portion of the Solid Waste Section's fleet are Peterbilt chassis. The City of Flagstaff and Fleet Services have had a long working relationship with Rush (Peterbilt) Truck Centers here in Flagstaff and they will be able to provide warranty and post warranty repairs, if needed. Having additional local resources to support the Section is a direct connection to supporting Council's goal of providing "sustainable and equitable" services to our population. Fleet Services will also be authorized to perform warranty repair on these refuse bodies and be eligible for reimbursement.

Expanded Financial Considerations:

Increased costs of equipment acquisition have made intergovernmental cooperative purchase contracts a viable alternative to the formal bidding process when the desired equipment can be obtained. Volume pricing, expedited build times and delivery provide value to the purchaser. The City is utilizing a cooperative purchasing contract pursuant to Article 20 of the City of Flagstaff Procurement Manual.

Community Benefits and Considerations:

Community benefits include continued consistent quality Commercial trash and recycle collection service at the lowest possible user fees. In addition, having modern, clean and efficient collection equipment with the most advanced emission control and fuel saving technology in our fleet portrays a positive image to the community we serve.

Community Involvement:

Solid Waste collection is a significant source of community interest in the importance of having the tools to perform the duties as obligated. Community stakeholders such as Northern Arizona University, Flagstaff Unified School District, the City's own infrastructure, and residents rely on the Solid Waste Collection Program to deliver safe and timely collection of trash and recyclables in the community.

Expanded Options and Alternatives:

None.

Attachments:

COF contract 2022-30
Exhibit A1
Exhibit A2
Exhibit B - HGAC contract
FEL Schematic
FEL-1
FEL-3
FEL-4
FEL-5
FEL-6
FEL-7
FEL-2
ASL1
ASL2
ASL3
ASL4
ASL5
ASL6
ASL7
ASL8

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-30

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Rush Truck Centers of Texas, L.P., a State of Texas corporation ("Contractor").

necessary

RECITALS:

A. Houston-Galveston Area Council of Governments (HGACBuy) has Contract HT06-20 to supply materials and/or services ("Agency Contract");

B. Contractor is an authorized distributor of the HGACBuy materials and/or services, which was awarded through a competitive and open procurement process; and

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

AGREEMENT:

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

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

ONE (1) FRONT LOADER SOLID WASTE TRUCK
ONE (1) SIDE LOADER SOLID WASTE TRUCK

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

3. Payment: Payment to the Contractor for the materials and or services provided for six hundred and thirty-two thousand, seven hundred and eighty dollars and forty cents **($632,780.40) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in ***Exhibit B*** attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for the materials.
5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance

under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

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

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

Rush Truck Centers of Texas, L.P.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

QUOTES (attached)

EXHIBIT B
AGENCY CONTRACT

#HT06-20 with the Houston-Galveston Area Council Government (attached)

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	6/17/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** *be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchses	Contract No.:	RH08-18	Date Prepared:	6/14/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** *be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

PLEASE NOTE THIS IS A COMBINED OFFER FROM RUSH TRUCK CENTERS OF TEXAS, L. P.

AND

SCRANTON MFG./NEW WAY TRUCKS

CHASSIS UNIT COST PER HT06-20	$165,123.49
SCRANTON MFG./NEW WAY TRUCKS UNIT COST PER RH08-18	$135,144.00
COST FOR THIS COMBINED OFFER FOR TWO (2) UNITS	$300,267.49
AZ STATE SALES TAX AO 04-19-21:	$24,897.72
FLAGSTAFF, CITY OF - TOTAL COST FOR THIS COMBINED OFFER FOR ONE (1) UNIT	$325,165.21

HGACBuy THE SMART PURCHASING SOLUTION

SEE THE FOLLOWING PAGES FOR DETAILS

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	6/17/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	FLAGSTAFF CITY OF	Contractor:	RUSH TRUCK CENTERS OF TEXAS, L.P.
Contact Person:	TODD HANSON	Prepared By:	JUSTIN STROTHER
Phone:	(928) 213-2278	Phone:	(832) 690-5044
Fax:	-	Fax:	(832) 690-5289
Email:	thanson@flagstaffaz.gov	Email:	strotherj@rushenterprises.com

Product Code:	HT06-20J3	Description:	PETERBILT 520 CHASSIS FOR NEW WAY ASL

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$ 134,407.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$ 35,205.54
		Subtotal B:	$ 35,205.54

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal C:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)						
Quantity Ordered:	1	X Subtotal of A + B + C:	$ 169,612.54	=	Subtotal D:	$ 169,612.54
E. H-GAC Order Processing Charge (Amount Per Current Policy)					Subtotal E:	$ 1,500.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
H-GAC FEE DISCOUNT - VENDOR PAID	$ (1,500.00)		
RUSH TRUCK SPECIAL DISCOUNT	$ (4,489.05)		
		Subtotal F:	$ (5,989.05)

Delivery Date:	235 DAYS ARO	G. Total Purchase Price (D+E+F):	$ 165,123.49

PETERBILT COMPUTATIONS:

PETERBILT 520 CHASSIS:	CHASSIS FOR NEW WAY
OPTIONS CALCULATIONS:	
COMPLETE CHASSIS LIST PRICE: [SEE CHASSIS SPEC]	**$234,993.00**
CHASSIS LIST:	**$201,980.00**
CHASSIS OPTIONS LIST:	**$33,013.00**

	LIST		
$	**33,013.00**	**0.6799**	**$22,445.54**

OTHER PUBLISHED OPTIONS:

RTC-0102	**SPECIALITY BODY**	**$2,000.00**
RTC-0130	**SERVICE PACK [P.D.I]**	**$1,500.00**
RTC-0197	**PRE DELIVERY WORK**	**$1,060.00**
RTC-0202	**DELIVERY FROM BODY COMPANY**	**$8,200.00**

OTHER PUBLISHED OPTIONS TOTAL:	**$12,760.00**
TOTAL OF PUBLISHED OPTIONS FOR PAGE 1:	**$35,205.54**

CHASSIS & BODY OPTIONS

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	RH08-18	Date Prepared:	6/14/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Flagstaff	Contractor:	Scranton Mfg./New Way Trucks
Contact Person:	Todd Hanson	Prepared By:	Dave Short
Phone:		Phone:	712-830-2925
Fax:		Fax:	
Email:		Email:	dshort@newwaytrucks.com

Product Code:	CK11	Description:	New Way: Sidewinder XTR 31-Yd High Compaction Automated Side Loader

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	130,683

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SW1 - Hot Shift PTO	2,987	SW3 - LED Work Lights	335.28
SW4 - Mid Body Backup Lights	388.32	SW5 - Lower Integrated Strobes	460.71
SW8 - Color Paint - FLNA51645	1,817	SW10 - Arm Control Switches - Under Seat Curbside	640.44
FL18 - Shovel/Broom Rack	210.92	SW14 - Toolbox	593.74
SW12 - Hydraulic Hopper Cover	2,865	SW13 - Hopper Access Ladder	652.27
FL9 - 20LB Extinguisher	112		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	11062.5

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
3rd Eye - 5 Camera System w/ DVR	3,350.00	In Tank Oil Heater	1,591.66
Arm Control Switches - On Door	1223.2	Expanded metal Screen - Front of Body	464.45
Surface Mount Strobe	397.45	Clean Out Chute Extension	290.27
Low Fluid Level Switch	542.99	Spill kit	391.84
Rake Teeth Breaker Bar	274.32	Subtotal From Additional Sheet(s):	
Manual Auto Pack Button	153.06	Subtotal C:	8679.24

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	6%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	150424.97	=	Subtotal D:	150424.97

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight	3,200.00	Factory Discount	-25,814.85
Steel Surcharge 5%	7333.88		
		Subtotal E:	-15280.97

Delivery Date:	Sep-19	F. Total Purchase Price (D+E):	135144

HGACBuy THE SMART PURCHASING SOLUTION

Rush Trk Ctrs Of Arizona (A265)
9600 West Roosevelt St
Tolleson, Arizona 85353

George Beal
Cell Phone:
Office Phone: (602)272-7611
Email: bealg@rush-enterprises.com

City Of Flagstaff
211 W Aspen Ave
Flagstaff, Arizona 86001
United States of America

TODD HANSON
Cell Phone: 928-310-6210
Office Phone: 928-213-2115
Email: thanson@flagstaffaz.gov

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	CITY OF FLAGSTAFF
Description 2:	2022 520 SIDE LOADER

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Automated Side Loader/Push-Out
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	44000
G.C.W. (lbs):	64000
Road Conditions:	
Class A (Highway)	95
Class B (Hwy/Mtn)	5
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	210
Overhang (in):	70
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	209.9
Cab to EOF (in):	279.9
Overall Comb. Length (in):	337.6

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** April 1, 2021 Price Level will include the VMUX architecture and new dash, older price levels will continue to be the current model 520. See TSB 21-06 for additional information. Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	201,980	16,475
0091180	S	**Refuse, Scrap, Recycling**	0	0
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	0
0095220	O	**Automated Side Loader/Push-Out** A lift-equipped truck used to pick up wheeled waste containers to load waste materials into the truck body. Requires a single operator. A hydraulic ram pushes the load out of the body.	0	0
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	**Not Applicable** Secondary Manufacturer	0	0
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	144	196
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	394	4
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651090	S	**Omit Rear Mudflaps and Hangers**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
0712520	O	**Holland (2) TH-10050 Tow Hooks EOF**	75	40
0713130	O	**(2) Solid Mount Cable Hooks**	0	40
Front Axle & Equipment				
1011890	S	**PACCAR Steer Axle 20,000 lbs. 4" Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	0	0
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0	0
1243010	S	**Power Steering Sheppard M100 Dual** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	0
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	-686	84
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	757	0
1380490	O	**PACCAR Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	0	0
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	0
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	31	0
Rear Axle & Equipment				
1523330	O	**Dana Spicer DSH44 44,000 lb, High Performance 44** Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-509	-311
1616290	O	**PHP10 Aluminum PreSet PLUS Hubs**	-425	0
1672630	O	**Differential Lock Both Axles**	2,058	60

Sales Code	Std/ Opt	Description	$ List	Weight
		Air Rocker Switch Occupies the Space of One Gauge		
1680280	O	**Bendix Smart ATC Traction Control**	267	2
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	0
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	64	9
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	72	2
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	454	35
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687020	O	**Bendix Air Cam Rear Drum Brakes 16.5x8.6** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	-912	0
1705130	O	**Ratio 5.13 Rear Axle**	0	0
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	820	-67
1911010	S	**Steel Suspension Insert Up To 77" Overhang**	0	-239
Engine & Equipment				
2074513	O	**PACCAR PX-9 370@1900 GOV@2100 1250@1200** Performance (2021 Emissions) N21350 C121 64....Maximum Accelerator Pedal Ve N21370 C128 64....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre	2,587	0

Sales Code	Std/ Opt	Description	$ List	Weight
		N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516) N21340 C209 120...Hard Maximum Speed Limit (P1 N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 120...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)		
2091130	S	**VMUX Electronics Architecture**	0	0
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0	0
2091372		**Eff EIST NA Expiration Miles**	0	0
2091640		**Effective VSL Setting NA**	0	0
2092014	O	**Typical Operating Speed 65 MPH**	0	0
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0
2140200	S	**CARB Engine Idling Compliance** PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2140450	O	**Remote PTO/Throttle, 12-Pin, Eng Bay** Remote Control Provision	11	0
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
2521090	O	**Immersion Type Block Heater 110-120V** Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	80	2
2521110	O	**Oil Pan Heater 120V/300W** Oil Pan Heater 120V/300W operates via 120V ShorePower system and keeps oil warm and free flowing for instant lubrication with oil and transmission immersion heaters when the engine is not running. This option utilizes the same receptacle as the immersion pre-heater if specified together.	66	2
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539010	O	**Battery Warmer, 120V** 120V heating blanket that wraps around the batteries.	40	0
2539740	O	**Kissling Battery Disconnect Switch, 300 amp** Mounted on battery box	160	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	0
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2921110	S	**PACCAR Fuel/Water Separator Standard Service** PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	0
2921310	S	**No Electric Heat Option for Fuel Filter**	0	0
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	0
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.		
3120320	O	**Bugscreen**	140	0
3120450	S	**Stainless Steel Grille**	0	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3281750	O	**Pre-Cleaner ECG**	142	13
3365300	S	**Exhaust Vertical LH** DPF/SCR LH Back of Cab Vertical.	0	0
3381860	O	**Exhaust 90 Degree Diffuser**	153	0
Transmission & Equipment				
4052420	O	**Allison 4500 RDS-P Transmission, Gen 5** Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. Reverse ratios: DR-(5.55).	17,755	390
4211000	S	**SPL170 HD-XL Driveline, 1 Midship Bearing**	0	0
4216330	S	**SPL170 XL Driveline Interaxle** Dana Spicer Life Series heavy-duty drive shafts are built for heavy loads over the long haul. For tandem rear axles.	0	0
4252170	O	**Auto Neutral Activates With Parking Brake** Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	19	0
4252840	S	**Allison FuelSense 2.0 Plus** Features include: EcoCal shift technology keeps the engine speed at the most efficient level, DynActive Shifting system incorporates a learning algorithm that selects variable shift points to find the ideal balance of fuel economy and performance, based upon the vehicle specifications and environmental parameters. This is valuable for applications with heavy start-stop needs like refuse, city delivery, and construction and Neutral at Stop reduces or eliminates the load on the engine when vehicle is stopped, lowering fuel consumption and emissions.	0	0
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.		
4256020	S	**Console Mounted Push Button Shifter** Allison Automatic Transmissions or LFNA Electric Vehicle	0	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	0
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	0
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	-8
4519140	O	**Mount Air Dryer Inside Rail RH**	0	0
4540420	S	**Nylon Chassis Hose**	0	0
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	339	4
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4543530	O	**Clear Outside Frame of All Air System Components** LH BOC	682	0
4543540	O	**Clear Outside Frame of All Air System Components** RH BOC	682	0
Tires & Wheels				
5064010	S	**FF: BR 20ply 315/80R22.5 M870** Efficiency Rating: Fair Diameter= 42.8 inches; SLR= 19.9 inches The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
5167320	O	**RR: BR 16ply 11R22.5 M843** Diameter = 42.5 inches; SLR = 19.9 inches	924	200
5190008	S	**Code-rear Tire Qty 08**	0	0
5210550	S	**FF: Accur Stl Armor 29039PK 22.5X9.00** PHP10-5 Hand Holes	0	0
5310600	S	**RR: Accur Stl Armor 50291PK 22.5X8.25** Heavy Duty, Two Hand Holes	0	0
5390008	S	**Code-rear Rim Qty 08**	0	0
Fuel Tanks				
5536130	O	**23" Aluminum 80 Gallon Fuel Tank LH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	32	13
5604080	O	**Location LH BOC 80 Gallon**	0	0
5650490	S	**Fuel Cooler** Required with single fuel tank	0	0
5652980	S	**DEF To Fuel Ratio Between 1:1 And 2:1**	0	0
5655069	S	**DEF Tank 520**	0	0
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	576	0
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	0
Cab & Equipment				
6501090	O	**53" LCF ProBilt Cab RH Drive** Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.	1,361	0

Sales Code	Std/ Opt	Description	$ List	Weight
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	245	0
6541275		**KEY G275**	0	0
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	0
6914160	O	**Sears C2 Plus Premium Driver Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	341	0
6924160	O	**Sears C2 Plus Premium Passenger Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	440	0
6931120	O	**Seat Belt Color Orange IPO Standard Black**	10	0
6939400	O	**Air Ride Driver**	319	43
6939430	O	**Mid Back Driver**	76	0
6939460	O	**Fabric Driver**	42	0
6939500	O	**Air Ride Passenger**	319	43
6939530	O	**Mid Back Passenger**	76	0
6939560	O	**Fabric Passenger**	42	0
7000000	S	**Gray Interior Color** Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0	0
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	0
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7040020	O	**Diamond Plate Floor Covering on Driver side floor** in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	46	6
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	0
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
7230350	S	**2-Piece Flat Windshield**	0	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	366	4
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-30	-7
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	118	4
7610470	O	**(1) Air Horn 24.5" Chrome - Round w/Horn Shield**	66	0
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	422	10
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	135	6
7728030	O	**Radio Mute When Automatic Or Automated** Transmission in reverse.	0	0
7728040	O	**Bluetooth Phone and Audio**	62	0
7728050	O	**USB Port**	62	0
7788055	S	**SmartLINQ Remote Diagnostics** SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	0	0
7788057	O	**24 Months SmartLINQ Subscription**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		PACCAR PX Engines.		
7851330	O	**Cab Tilt Pump Air Assist**	512	0
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	76	8
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	0
7900970	S	**Backup Alarm Wiring To EOF**	0	0
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	0
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	0
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** Marker light external mounted	14	0
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	0
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	1,002	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted In front of each cab door	0	0
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	0
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	61	0
Paint				
8500710	S	**Standard Paint Color Selection**	-200	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	0
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		1 year/100,000 Miles (160,000 km)		
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
9408730	S	2021 Peterbilt HD Delivery	1,000	0

Miscellaneous

9409831	S	2021 EPA Emissions Engine Warranty Only	0	0

Promotions

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$234,993
Marketing and Service Support Fee	$875
Prepaid Freight	$3,225
Total Surcharge/Options Not Subject To Discount	$1,000
Total Weight	17,066

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	6/17/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** *be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchses	Contract No.:	RH08-18	Date Prepared:	6/14/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** *be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

PLEASE NOTE THIS IS A COMBINED OFFER FROM RUSH TRUCK CENTERS OF TEXAS, L. P.

AND

SCRANTON MFG./NEW WAY TRUCKS

CHASSIS UNIT COST PER HT06-20	$165,622.49
SCRANTON MFG./NEW WAY TRUCKS UNIT COST PER RH08-18	$118,440.00
COST FOR THIS COMBINED OFFER FOR TWO (2) UNITS	$284,062.49
AZ STATE SALES TAX AO 04-19-21:	$23,552.70
FLAGSTAFF, CITY OF - TOTAL COST FOR THIS COMBINED OFFER FOR ONE (1) UNIT	$307,615.19

HGACBuy THE SMART PURCHASING SOLUTION

SEE THE FOLLOWING PAGES FOR DETAILS

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	6/17/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	FLAGSTAFF, CITY OF	Contractor:	RUSH TRUCK CENTERS OF TEXAS, L.P.
Contact Person:	TODD HANSON	Prepared By:	JUSTIN STROTHER
Phone:	(928) 213-2278	Phone:	(832) 690-5044
Fax:	-	Fax:	(832) 690-5289
Email:	thanson@flagstaffaz.gov	Email:	strotherj@rushenterprises.com

Product Code:	HT06-20J3	Description:	PETERBILT 520 CHASSIS FOR NEW WAY FEL

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$ 134,407.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$ 35,072.28
		Subtotal B:	$ 35,072.28

HGACBuy
THE SMART PURCHASING SOLUTION

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal C:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	$ 169,479.28	=	Subtotal D:	$ 169,479.28

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$ 1,500.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
H-GAC FEE DISCOUNT - VENDOR PAID	$ (1,500.00)		
RUSH TRUCK SPECIAL DISCOUNT	$ (3,856.79)		
		Subtotal F:	$ (5,356.79)

Delivery Date:	235 DAYS ARO	**G. Total Purchase Price (D+E+F):**	$ 165,622.49

PETERBILT COMPUTATIONS:

PETERBILT 520 CHASSIS:	CHASSIS FOR NEW WAY
OPTIONS CALCULATIONS:	
COMPLETE CHASSIS LIST PRICE: [SEE CHASSIS SPEC]	**$234,797.00**
CHASSIS LIST:	**$201,980.00**
CHASSIS OPTIONS LIST:	**$32,817.00**

	LIST		
$	**32,817.00**	**0.6799**	**$22,312.28**

OTHER PUBLISHED OPTIONS:

RTC-0102	**SPECIALITY BODY**	**$2,000.00**
RTC-0130	**SERVICE PACK [P.D.I]**	**$1,500.00**
RTC-0197	**PRE DELIVERY WORK**	**$1,060.00**
RTC-0202	**DELIVERY FROM BODY COMPANY**	**$8,200.00**

OTHER PUBLISHED OPTIONS TOTAL:	**$12,760.00**
TOTAL OF PUBLISHED OPTIONS FOR PAGE 1:	**$35,072.28**

CHASSIS & BODY OPTIONS

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	RH08-18	Date Prepared:	6/14/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Flagstaff	Contractor:	Scranton Mfg./New Way Trucks
Contact Person:	Daniel Logan	Prepared By:	Dave Short
Phone:		Phone:	712-830-2925
Fax:		Fax:	
Email:		Email:	dshort@newwaytrucks.com

Product Code:	AH05	Description:	New Way: Western Series 40FL: 40-Yd Light Body, High Compaction Front Loader

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 97,100

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FL1 - Service Hoist	3,209	SW14 - Steel Toolbox	603
FL4 - Mid-Body Backup Lights	388.81	1.25" 100k Forks w/ Hook 48" Usable	349.27
FL5 - Work Lights	388.81		
FL7 - Upper Integrated Strobe Lights	461.3		
FL8 - Lower Integrated Strobe Lights	461.3		
FL11 - Color Paint - FLNA51645	1,768		
FL18 - Shovel/Broom Racks - 2	432.74		
SW1 - Hot Shift PTO	3,054		
RP1 - LED Backup Lights	449.21		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	11565.72

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
3rd Eye - 5 Camera System w/ DVR	3,350.00	In Tank Oil Heater	1,546.43
Body Floor 3/16" AR235	236.14	High Pressure Filter	1,593.65
Hopper Floor 1/4" AR450	589.8	8,000lb Arms	504.12
Low Fluid Level Switch	543.66	Aluminum Canopy w/ Air Cylinder Extension	1423.42
Remote Grease Lines	830.32	**Subtotal From Additional Sheet(s):**	
Spill Kit	391.84	**Subtotal C:**	11009.38

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 10%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	119675.01	=	Subtotal D:	119675.01

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight	3,200.00	Factory Discount	-13,411.31
Steel Surcharge 7.5%	8976.3		
		Subtotal E:	-1235.01

Delivery Date:	Mar-21	F. Total Purchase Price (D+E):	118440

HGACBuy THE SMART PURCHASING SOLUTION

Rush Trk Ctrs Of Arizona (A265)
9600 West Roosevelt St
Tolleson, Arizona 85353

City Of Flagstaff
211 W Aspen Ave
Flagstaff, Arizona 86001
United States of America

George Beal
Cell Phone:
Office Phone: (602)272-7611
Email: bealg@rush-enterprises.com

TODD HANSON
Cell Phone: 928-310-6210
Office Phone: 928-213-2115
Email: thanson@flagstaffaz.gov

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	CITY OF FLAGSTAFF
Description 2:	2022 520 FRONT LOADER

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Commercial Front Loader/Push-out
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	44000
G.C.W. (lbs):	64000
Road Conditions:	
Class A (Highway)	95
Class B (Hwy/Mtn)	5
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	210
Overhang (in):	70
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	209.9
Cab to EOF (in):	279.9
Overall Comb. Length (in):	337.6

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** April 1, 2021 Price Level will include the VMUX architecture and new dash, older price levels will continue to be the current model 520. See TSB 21-06 for additional information. Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	201,980	16,475
0091180	S	**Refuse, Scrap, Recycling**	0	0
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	0
0095380	O	**Commercial Front Loader/Push-out** A lift-equipped truck used to load waste from the front into the body on commercial routes. A hydraulic ram pushes the load out of the body.	0	0
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	**Not Applicable** Secondary Manufacturer	0	0
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	144	196
0601500	O	**Full Steel Inner Liner**	672	681
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	394	4
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651090	S	**Omit Rear Mudflaps and Hangers**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
0712520	O	**Holland (2) TH-10050 Tow Hooks EOF**	75	40
0713130	O	**(2) Solid Mount Cable Hooks**	0	40
Front Axle & Equipment				
1011890	S	**PACCAR Steer Axle 20,000 lbs. 4" Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	0	0
1114040	O	**Taper Leaf Springs, Shocks 23,000 lb** Standard with Heavy Resistance Shocks.	430	210
1243010	S	**Power Steering Sheppard M100 Dual** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	0
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	-686	84
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	757	0
1380490	O	**PACCAR Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	0	0
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	0
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	31	0
Rear Axle & Equipment				
1523330	O	**Dana Spicer DSH44 44,000 lb, High Performance 44** Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-509	-311
1616290	O	**PHP10 Aluminum PreSet PLUS Hubs**	-425	0

Sales Code	Std/ Opt	Description	$ List	Weight
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	2,058	60
1680280	O	**Bendix Smart ATC Traction Control**	267	2
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	0
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	64	9
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	72	2
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	454	35
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687020	O	**Bendix Air Cam Rear Drum Brakes 16.5x8.6** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	-912	0
1705570	O	**Ratio 5.57 Rear Axle**	0	0
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	820	-67
Engine & Equipment				
2074513	O	**PACCAR PX-9 370@1900 GOV@2100 1250@1200** Performance (2021 Emissions) N21350 C121 64....Maximum Accelerator Pedal Ve N21370 C128 64....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre	2,587	0

Sales Code	Std/ Opt	Description	$ List	Weight
		N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516) N21340 C209 120...Hard Maximum Speed Limit (P1 N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 120...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)		
2091130	S	**VMUX Electronics Architecture**	0	0
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0	0
2091372		**Eff EIST NA Expiration Miles**	0	0
2091640		**Effective VSL Setting NA**	0	0
2092014	O	**Typical Operating Speed 65 MPH**	0	0
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0
2140200	S	**CARB Engine Idling Compliance** PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2140450	O	**Remote PTO/Throttle, 12-Pin, Eng Bay** Remote Control Provision	11	0
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
2521090	O	**Immersion Type Block Heater 110-120V** Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	80	2
2521110	O	**Oil Pan Heater 120V/300W** Oil Pan Heater 120V/300W operates via 120V ShorePower system and keeps oil warm and free flowing for instant lubrication with oil and transmission immersion heaters when the engine is not running. This option utilizes the same receptacle as the immersion pre-heater if specified together.	66	2
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539010	O	**Battery Warmer, 120V** 120V heating blanket that wraps around the batteries.	40	0
2539740	O	**Kissling Battery Disconnect Switch, 300 amp** Mounted on battery box	160	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	0
2723210	S	**18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2921110	S	**PACCAR Fuel/Water Separator Standard Service** PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	0
2921310	S	**No Electric Heat Option for Fuel Filter**	0	0
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	0
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.		
3120320	O	**Bugscreen**	140	0
3120450	S	**Stainless Steel Grille**	0	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3281750	O	**Pre-Cleaner ECG**	142	13
3365300	S	**Exhaust Vertical LH** DPF/SCR LH Back of Cab Vertical.	0	0
3381860	O	**Exhaust 90 Degree Diffuser**	153	0
Transmission & Equipment				
4052420	O	**Allison 4500 RDS-P Transmission, Gen 5** Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. Reverse ratios: DR-(5.55).	17,755	390
4211000	S	**SPL170 HD-XL Driveline, 1 Midship Bearing**	0	0
4216330	S	**SPL170 XL Driveline Interaxle** Dana Spicer Life Series heavy-duty drive shafts are built for heavy loads over the long haul. For tandem rear axles.	0	0
4252840	S	**Allison FuelSense 2.0 Plus** Features include: EcoCal shift technology keeps the engine speed at the most efficient level, DynActive Shifting system incorporates a learning algorithm that selects variable shift points to find the ideal balance of fuel economy and performance, based upon the vehicle specifications and environmental parameters. This is valuable for applications with heavy start-stop needs like refuse, city delivery, and construction and Neutral at Stop reduces or eliminates the load on the engine when vehicle is stopped, lowering fuel consumption and emissions.	0	0
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
4256020	S	**Console Mounted Push Button Shifter** Allison Automatic Transmissions or LFNA Electric Vehicle	0	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	0
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	0
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	-8
4540420	S	**Nylon Chassis Hose**	0	0
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	339	4
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4543530	O	**Clear Outside Frame of All Air System Components** LH BOC	682	0
4543540	O	**Clear Outside Frame of All Air System Components** RH BOC	682	0
Tires & Wheels				
5064010	S	**FF: BR 20ply 315/80R22.5 M870** Efficiency Rating: Fair Diameter= 42.8 inches; SLR= 19.9 inches The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection.	0	0
5167320	O	**RR: BR 16ply 11R22.5 M843** Diameter = 42.5 inches; SLR = 19.9 inches	924	200
5190008	S	**Code-rear Tire Qty 08**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
5210550	S	**FF: Accur Stl Armor 29039PK 22.5X9.00** PHP10-5 Hand Holes	0	0
5310600	S	**RR: Accur Stl Armor 50291PK 22.5X8.25** Heavy Duty, Two Hand Holes	0	0
5390008	S	**Code-rear Rim Qty 08**	0	0
Fuel Tanks				
5536130	O	**23" Aluminum 80 Gallon Fuel Tank LH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	32	13
5604080	O	**Location LH BOC 80 Gallon**	0	0
5650490	S	**Fuel Cooler** Required with single fuel tank	0	0
5652980	S	**DEF To Fuel Ratio Between 1:1 And 2:1**	0	0
5655069	S	**DEF Tank 520**	0	0
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	576	0
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	0
Cab & Equipment				
6501080	S	**53" LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	0	0
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	245	0
6541275		**KEY G275**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	0
6914160	O	**Sears C2 Plus Premium Driver Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	341	0
6924160	O	**Sears C2 Plus Premium Passenger Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	440	0
6931120	O	**Seat Belt Color Orange IPO Standard Black**	10	0
6939400	O	**Air Ride Driver**	319	43
6939430	O	**Mid Back Driver**	76	0
6939460	O	**Fabric Driver**	42	0
6939500	O	**Air Ride Passenger**	319	43
6939530	O	**Mid Back Passenger**	76	0
6939560	O	**Fabric Passenger**	42	0
7000000	S	**Gray Interior Color** Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0	0
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	0
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7040020	O	**Diamond Plate Floor Covering on Driver side floor** in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	46	6
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	0
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	0
7230350	S	**2-Piece Flat Windshield**	0	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
		With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.		
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-30	-7
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	118	4
7610470	O	**(1) Air Horn 24.5" Chrome - Round w/Horn Shield**	66	0
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	422	10
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	135	6
7728020	O	**Bluetooth Located On Driver Side**	0	0
7728030	O	**Radio Mute When Automatic Or Automated** Transmission in reverse.	0	0
7728040	O	**Bluetooth Phone and Audio**	62	0
7728050	O	**USB Port**	62	0
7788055	S	**SmartLINQ Remote Diagnostics** SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	0	0
7788057	O	**24 Months SmartLINQ Subscription** PACCAR PX Engines.	0	0
7851330	O	**Cab Tilt Pump Air Assist**	512	0

Sales Code	Std/ Opt	Description	$ List	Weight
7851580	O	**Front Cab Guard, Painted Black**	410	15
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	76	8
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	0
7900970	S	**Backup Alarm Wiring To EOF**	0	0
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	0
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	0
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** Marker light external mounted	14	0
8070010	O	**Up To (4) Additional Electric Switches** Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.	38	1
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	0
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	1,002	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	0
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	0
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	61	0
Paint				
8500710	S	**Standard Paint Color Selection**	-200	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	0
Shipping Destination				

Sales Code	Std/ Opt	Description	$ List	Weight
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	0
9400094	S	**PACCAR PX-9 Standard Coverage** 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
9408730	S	**2021 Peterbilt HD Delivery**	1,000	0
Miscellaneous				
9409831	S	**2021 EPA Emissions Engine** Warranty Only	0	0
Promotions				
Order Comments				

Total List Price (W/O Freight & Warranty & Surcharges)	$234,797	
Marketing and Service Support Fee		$875
Prepaid Freight		$3,225
Total Surcharge/Options Not Subject To Discount		$1,000
Total Weight		18,208

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Rush Truck Centers of Texas, LP, hereinafter referred to as the Contractor, having its principal place of business at 10200 North Loop East, Houston, TX 77029.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

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The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jun 01 2020 and ends May 31 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

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off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*
   H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

   The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Rush Truck Centers of Texas, LP

Signature DocuSigned by: Chris Wilson 11611BBC116D4D6...

Name Chris Wilson

Title Regional General Manager

Date 3/31/2020

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 3/26/2020

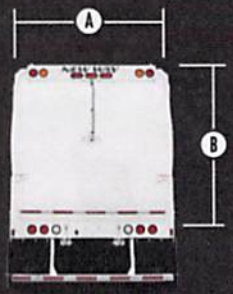
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Attachment A
Rush Truck Centers of Texas, LP
Medium and Heavy Trucks & Truck Bodies
Contract No. HT06-20

Applicable items are the models listed in the table below, in their factory standard configurations, as well as any pricing documents included in the awardee's bid response.

H-GAC Product Code	Brand	Model Description	Price
HT0620E1	Hino	M-Series (155), COE, Diesel, 14,500# GVWR, SRA	$40,030
HT0620E2	Hino	M-Seris (195), COE, Diesel, 17,950# GVWR, SRA	$45,307
HT0620E3	Hino	M-Series (195), COE, Diesel, 19,500# GVWR, SRA	$46,707
HT0620E4	Hino	M-Series (195), COE, Hybrid, 19,500# GVWR, SRA	$58,240
HT0620E5	Hino	L-Series (238), Conventional Cab, Diesel, 23,000# GVWR, SRA	$58,558
HT0620E6	Hino	L-Series (258ALP), Conventional Cab, Diesel, Low Profile, Air Brakes, 25,500# GVWR, SRA	$60,970
HT0620E7	Hino	L-Series (258LP), Conventional Cab, Diesel, Low Profile, 25,500# GVWR, SRA	$59,550
HT0620E8	Hino	L-Series (268), Conventional Cab, Diesel, 25,950# GVWR, SRA	$59,680
HT0620E9	Hino	L-Series (268A), Conventional Cab, Diesel, Air Brakes, 25,950# GVWR, SRA	$61,100
HT0620E10	Hino	L-Series (338), Conventional Cab, Diesel, 33,000# GVWR, SRA	$62,850
HT0620E11	Hino	XL-7, Conventional Cab, Diesel, 33,000# GVWR, SRA	$69,009
HT0620E12	Hino	XL-8, Conventional Cab, Diesel, 34,200# GVWR, SRA	$70,149
HT0620G1	Isuzu	NPR-HD, COE, Gas, 14,500# GVWR, SRA (2020)	$32,019
HT0620G2	Isuzu	NPR-HD, COE, Diesel, 14,500# GVWR, SRA (2021)	$37,904
HT0620G3	Isuzu	NPR-XD, COE, Diesel, 16,000# GVWR, SRA (2021)	$39,448
HT0620G4	Isuzu	NQR, COE, Diesel, 17,950# GVWR, SRA (2021)	$41,767
HT0620G5	Isuzu	NRR, COE, Diesel, 19,500# GVWR, SRA (2021)	$42,860
HT0620G6	Isuzu	FTR, COE Diesel, 25,950# GVWR, SRA (2021)	$60,923
HT0620J1	Peterbilt	220, COE, SRA	$87,154
HT0620J2	Peterbilt	520, COE, SRA	$128,932
HT0620J3	Peterbilt	520, COE, TRA	$134,407
HT0620J4	Peterbilt	325, Conventional Cab, SRA	$101,165
HT0620J5	Peterbilt	330, Conventional Cab, SRA	$80,960
HT0620J6	Peterbilt	337, Conventional Cab, SRA	$86,748
HT0620J7	Peterbilt	348, Conventional Cab, SRA	$95,763
HT0620J8	Peterbilt	348, Conventional Cab, TRA	$103,172
HT0620J9	Peterbilt	365, Conventional Cab, SRA	$113,467
HT0620J10	Peterbilt	365, Conventional Cab, TRA	$121,107
HT0620J11	Peterbilt	367, Conventional Cab, SRA	$122,995
HT0620J12	Peterbilt	367, Conventional Cab, TRA	$125,524
HT0620J13	Peterbilt	389, Conventional Cab, TRA	$146,236
HT0620J14	Peterbilt	567, Conventional Cab, TRA	$130,324
HT0620J15	Peterbilt	579, Conventional Cab, TRA	$133,549

MAMMOTH™





GENERAL SPECIFICATIONS

Model	34 F	40 F	43 F
Body Capacity	22 yd³	28 yd³	31 yd³
Hopper Capacity	12 yd³	12 yd³	12 yd³
Body Width (A)	101.5"	101.5"	101.5"
Body Height (B)	119.5"	119.5"	119.5"
Body Length (C)	264"	300"	315"
Body Length Arms Down	381"	417"	432"
Body Height Arms Down	110.75"	110.75"	110.75"
Body Length Overall	421"	457"	472"
*Approx. Body Weight	16,500 lbs	17,200 lbs	17,400 lbs

MINIMUM CHASSIS SPECIFICATIONS

**Wheelbase	180-182"	208-210"	208-210"
Front Axle	20,000 lbs	20,000 lbs	20,000 lbs
Rear Axle	36,000 lbs	44,000 lbs	44,000 lbs
Total GVWR	56,000 lbs	64,000 lbs	64,000 lbs

HYDRAULIC CYLINDER SPECIFICATIONS

Pack Cylinders 3-Stage (2)	6.5"	6.5"	6.5"
Arm Cylinder (2)	4.5"	4.5"	4.5"
Fork Cylinder (2)	3.5"	3.5"	3.5"
Hopper Cover Cylinder	2.5"	2.5"	2.5"
Tailgate Cylinder	3"	3"	3"

BODY CONSTRUCTION

Body Sides	1/8"	AR450
Body Roof	10 gauge	80K
Body Floor	3/16"	AR235
Hopper Sides	3/16"	AR450
Hopper Floor	1/4"	AR450
Packer Plate	3/16"	AR450
Tailgate	1/8"	AR450
Forks	1 1/4"	100K
Arm Lift Capacity	8,000 lbs	

HYDRAULIC SYSTEMS

Operating Press. (6.5")	2,450 psi
Pump Flow	55 gpm
Oil Reservoir	70 gal
Packing Force	132,732 lbs
Packer Cycle Time	25 secs.
Loader Arm Cycle	13 secs.
Hydraulic Hoses	4-to-1 burst
Return Filter	10 micron

STANDARD EQUIPMENT

- Air joystick control
- Denison vane pump
- Auto-lock tailgate
- All LED lights
- Curved shell body
- Sliding hopper door
- Body side ladder
- Dual camera system
- Automatic packer
- Imron elite productive paint
- Mounting
- Pack-on-the-Go
- Air over hydraulic
- Hopper side access door
- Full ejection body
- Rear body sump with curved floor (145 gal)
- Dual sump clean out doors

OPTIONAL EQUIPMENT

- Special lighting
- Outside controls
- 10,000 lb arm capacity
- Container disinfectant sprayer
- Pressure line filter
- Service hoist
- Electric valve
- West Coast/Lightweight model also available
- External pack cylinder hoses
- Under body valve mount

* Approximate Body Weight empty and exclusive of options. All models and specifications subject to change.

** Wheelbase will vary depending on chassis and additional axles.

AUTHORIZED NEW WAY DEALER

AVAILABLE ON ALL MODELS

Proudly USA Made

Sourcewell

Awarded Contract
Contract # 091219-NWY

NEW WAY® Driving The Difference®

a quality product of McLaughlin FAMILY COMPANIES · 800 831 1858 · www.newwaytrucks.com

MAMMOTH™
SERIES



STOMPING THE INDUSTRY

Designed with one-piece body side construction, a curved shell, for superior strength and streamlined appearance, the New Way® Mammoth™ Front Loader comes equipped with the strongest steel specs in the industry. In addition, heavy-duty, AR450 arm skins w/ 100ksi arm bars constructed arms, torque tube assembly and Pack-on-the-Go features maximize route and labor efficiency.

MODEL 520

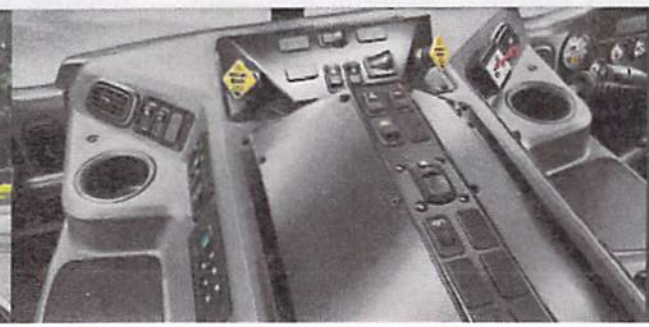
THE UNDISPUTED REFUSE CHAMPION.

Available in four driving configurations, the Model 520 is the clear choice for automated front loader, side loader and rear loader operations. The rugged all-aluminum cab provides exceptional durability and low maintenance. Powertrain options include the PACCAR MX-11, PX-9 and several natural gas options ideally configured for your specific application. An RP170 connection as well as a joystick mounting pad come standard for seamless body integration. The driving position and ergonomic dash and center console provide an optimum work environment with commanding views of the road and easy access to instruments and controls. Whether for commercial or residential refuse applications, the Model 520 is proven like no other low cab forward in the market today.

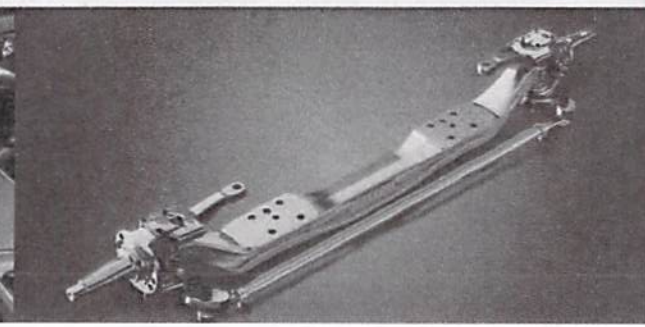
The center console features angled control panels that allow full visibility and easy access to controls from either side of the vehicle.



The Model 520s center console provides excellent connectivity for body controls and allows easy access to service points for maximum uptime.



The Model 520 comes standard with the PACCAR 20K steer axle. Designed for demanding vocational applications, the PACCAR steer axle is lightweight and durable and provides excellent maneuverability.



The Model 520 standard halogen headlamps deliver class-leading forward illumination, while pantograph wipers provide expansive windshield coverage for outstanding visibility.

The Model 520 is designed for maximum versatility and is available in left-hand drive, right-hand drive, dual-seated and right-hand stand-up configurations.

The interior features an ergonomic dash design with LED-backlit gauges, a driver information display and easy-to-reach rocker switches.








HEIL
G8 301
IGHT TURN
DANGER
ARIZONA
G 789GP


G 301
DANGER
LEFT TURN DANGER




HEIL
68 301
SOLID WAST
CITY OF FLAGSTAFF ARIZONA


Peterbilt


MOTOROLA
PACCAR


SOLID WASTE
CITY OF FLAGSTAFF-ARIZONA
68 301


GB 98













12. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	08/18/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Approval of Contract: Award Eagle Mountain Construction, Inc. the Construction Manager at Risk (CMAR) construction phase services agreement for Phase 2 of the Flagstaff Pulliam Airport Long-Term Parking project.

STAFF RECOMMENDED ACTION:

1. Award Eagle Mountain Construction, Inc. the Construction Manager at Risk (CMAR) construction phase services agreement in an amount not to exceed $487,335.37 for Phase 2 construction (final phase) which includes a Contractor's contingency of $10,000.00 and an Owner's contingency of $11,110.55.
2. Authorize the City Manager to execute any necessary documents.

Executive Summary:

This project is to construct a long-term parking lot in a currently undeveloped parcel of land at the Flagstaff Pulliam Airport. The project was divided into two phases for construction. Phase one consisted of immediate infrastructure within the parking lot and pedestrian pathway to the terminal. Phase two consists of the landscaping, fencing, incorporation of key infrastructure needed for the beautification / art enhancements (final plans are currently in development with Beautification) and the addition of an Electric Vehicle (EV) parking lot adjacent to the terminal. The EV parking portion of this request will fulfill the City's obligations to install infrastructure as required through the accepted grant with APS (managed through the City's Climate & Energy Coordinator – Ramone Alatorre).

This project is needed for the additional parking needs due to the additional air service incorporated into the overall facilities operations. With the completion of this project, the projected parking needs for the airport (as defined in the recently updated master plan) will be addressed.

Paid parking improvements are not part of this phase. Any proposed paid parking improvements will be presented to Council in the future.

Financial Impact:

Funding is available in the FY2021-2022 budget in the Airport Fund (account number: 221-07-222-0883-0-4433). The City's General Fund will provide a short-term loan through a revenue transfer. The airport will pay back the loan over the next two fiscal years with airport revenues.

Policy Impact:

Proper planning and program development results in good governance and efficient use of financial resources to improve the community transportation infrastructure and promote the health, welfare and safety of the residents of the City.

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

Priority Based Budget Key Community Priorities and Objectives
Transportation and other public infrastructure; Provide sustainable and equitable public facilities, and services; and Provide infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

PBB Priorities and Objectives

Deliver outstanding services to residents through a healthy, well maintained infrastructure system. Flagstaff Regional Plan Policy T.3.4. Actively manage parking, including cost and supply, to support land use, transportation, and economic development goals. Goal T.10. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in Northern Arizona.

Has There Been Previous Council Decision on This:

Yes. On April 21, 2020 staff presented design concepts of the parking lot for the Council to review and provide feedback. Staff was directed to continue with the design with a designated concept. Staff presented the Phase 1 GMP on March 16, 2021 and was approved to proceed into contract with the contractor.

Options and Alternatives:

1. Approve the Agreement and proceed with the completion of the project.
2. Reject approval of the Agreement and direct staff to place the project on hold.

Background/History:

The Flagstaff Airport has a free parking program with approximately 400 parking spaces in the existing terminal lot. This lot served the airport from 1993 to 2018, only exceeding capacity during holidays and summer peak months. In 2019, new air service to Denver and Dallas increased passenger counts by 78%. Year-to-date figures show enplanements are up 94%. The increase has resulted in a daily average of over 500 cars parking at the airport. Airport Staff was tasked by the City Council and City Manager's office to come up with a plan to meet the current and future needs for our airport parking.

When the City completed the Airport Master Plan in 2018, the plan identified a location for future parking expansion, and identified parking growth compared to passenger levels. The location, as well as the entire Airport Master Plan, was approved by the Federal Aviation Administration. The Plan identified 396 marked parking spaces, and a recommendation for long term parking needs to reach 962 public, employee, and rental car parking spaces.

Key Considerations:

State procurement laws authorize the use of Alternative Project Delivery Methods ("APDM") in lieu of the traditional Design-Bid-Build method of project delivery. These alternative methods allow a contracting agency the opportunity to select a construction team utilizing a Qualifications Based Selection process to procure construction services from a firm deemed most qualified to perform the work. Staff is proposing to deliver this project through the Construction Manager at Risk (CMAR) delivery method.

The Construction Documents for the Contract are on file with the City Procurement Division and are

available for inspection.

Expanded Financial Considerations:

The City's General Fund is providing a short-term loan for this project. By providing this internal funding, the airport project will not incur interest expense or closing cost saving approximately $50,000 for the fund.

Implementing a paid parking program for airport parking will be critical to the ongoing operations of the fund. Staff will be researching options and expect to bring this back to Council next fiscal year. This will include adoption of parking rates for both parking lots.

Community Benefits and Considerations:

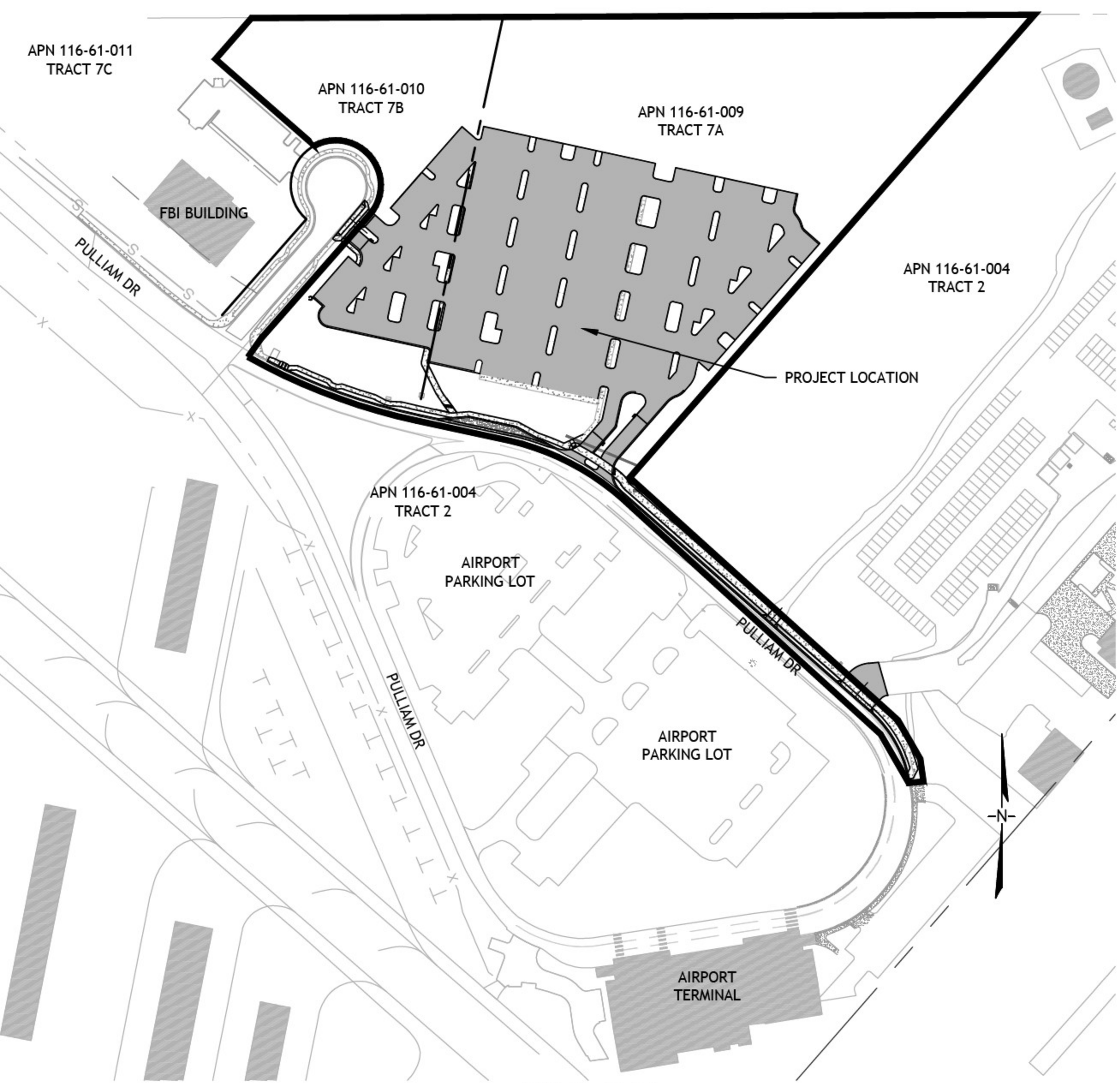
High quality and thorough input from the Construction Manager at Risk will allow the delivery of this project in the most cost effective and efficient manner. This work is anticipated to be completed within one construction season.

Community Involvement:

This project was presented to the Airport Commission and received high degree of support from the members. This project was also vetted through the most recent Airport Master Plan.

Attachments:

Vicinity Map
LT parking lot - Plan
EV parking plans
Civil EV parking - Plans
Contingency Justification - GMP 2
CMAR Agreement GMP2
Agreement Exhibit B - GMP2


APN 116-61-011
TRACT 7C
APN 116-61-010
TRACT 7B
APN 116-61-009
TRACT 7A
APN 116-61-004
TRACT 2
FBI BUILDING
PULLIAM DR
PROJECT LOCATION
APN 116-61-004
TRACT 2
AIRPORT
PARKING LOT
PULLIAM DR
PULLIAM DR
AIRPORT
PARKING LOT
AIRPORT
TERMINAL
N

AREA MAP

N.T.S.

US FOREST SERVICE
COCONINO NATIONAL
FOREST

PROPERTY LINE

TRACT 7A & 7B TO
BE COMBINED

8.0' UTILITY
EASEMENT TO
BE RESERVED

CONSTRUCTION
LIMITS TYP.

TRACT BOUNDARY

FBI LEASE BOUNDARY

PROTECT
STREET
LIGHT

CAUTION!
GAS SERVICE

SEE SHEETS
C6.0-C6/2 FOR
WATER LINE

KITTYHAWK LN.
(TO BE DEDICATED ROW)

15' SETBACK

PROTECT
24"
CULVERT

SEE SHEETS C5.0-C5.4
FOR DETENTION BASIN
GRADING AND DETAILS

50'
SETBACK

8.0'
SIDEWALK

5.0'
SIDEWALK TYP.

9.0' TYP.

8.0' TYP.

7.5'
SIDEWALK

6.0'
SIDEWALK

SEE SHEET C4.1
FOR ROADWAY
IMPROVEMENTS

PULLIAM DR.

CONTRACTOR
TO VERIFY
WATER STUB
OUT LOCATION

V.N.A.E TO BE
ABANDONED

APN:116-61-004
TRACT 2

EXISTING PARKING
(TO BE IMPROVED WITH FUTURE PHASE)

TO EXISTING REGIONAL
DETENTION BASIN

ELECTRICAL LINE TO
REMAIN

PERIMETER PARKING STALL DIMENSION:	9' X 18'
INTERIOR PARKING STALL DIMENSIONS :	9' X 20'
ADA STALL DIMENSIONS:	11' X 18'
TOTAL NEW PARKING STALLS:	405
NEW ADA STALLS REQUIRED:	9
NEW ADA STALLS PROVIDED:	9
BIKE PARKING (5% OF TOTAL) TO BE PROVIDED AT TERMINAL FRONTAGE - SEE LANDSCAPE PLANS	

GRAPHIC SCALE 1" = 30'
30 0 30 60 90

CONSTRUCTION NOTES

QUANTITIES THAT HAVE CHANGED ARE BOLDED & UNDERLINED

ADJUSTMENTS (100)

130 2 EA
Adjust valve box & cover per COF Engineering Details 9-03-060 & 9-03-062.

NEW CONSTRUCTION (200)

200 **15,530 SY**
4" AC/4" ABC pavement section per Detail A1, Sheet C1.2.

202 135 SF
6" PCCP/4" ABC concrete pavement section per Detail A3, Sheet C1.2

203 **4,740 SF**
8" PCCP/4" ABC concrete pavement section per Detail A4, Sheet C1.2

204 **4,190 SF**
4" PCC/3" ABC concrete sidewalk per MAG Standard Detail 230 modified by COF addendum to MAG Section 13-21-02-010.Width of sidewalk per plans.

205 1,100 LF
Type 'A' curb & gutter on 3" ABC per MAG Standard Detail 220-1 modified by COF addendum to MAG Section 13-21-02-010.

206 950 LF
Type 'A' single curb on 3" ABC per MAG Standard Detail 222 modified by COF addendum to MAG Section 13-21-02-010.

207 895 LF
Type 'A' single curb on 3" ABC with height modified to be 0", per MAG Standard Detail 222 & by COF addendum to MAG Section 13-21-02-010.

208 **2,690 LF** 1
Type 'D' roll curb on 3" ABC per MAG Standard Detail 220-1 modified by COF addendum to Mag Section 13-21-02-010.

209 2 EA
Curb opening per Detail A5, Sheet C1.2.

210 600 SF
8"PCCP/3"ABC commercial driveway per MAG Standard Detail 250 & COF addendum to MAG Section 13-21-02-010.

211 **140 LF** 1
Type 'C' roll curb on 3" ABC per MAG Standard Detail 220-1 modified by COF addendum to Mag Section 13-21-02-010.

212 160 LF
Concrete turndown per Detail A8, Sheet C1.2.

213 2 EA
Curb termination per MAG Standard Detail 222.

214 2 EA
Curb transition per MAG standard Detail 221.

215
Fencing per Landscape Plans.

216
Screen wall per Landscape Plans.

232 20 SY
Asphalt roadway matchup per Detail A2, Sheet C1.2 or match existing section, whichever is greater. Sawcut to a clean line shown on plans.

240 2 EA
Concrete curb ramp. Configuration as shown on plans. Includes cast iron detectible warnings per COF Engineering Detail 10-10-043, where shown.

241 16 EA
Concrete curb island ramp. Configuration as shown on plans and per Detail A10, Sheet C1.2. Includes curb transitions as necessary.

251 1 EA
Scupper per MAG Standard Detail 203.

253 1 EA
2' wide concrete spillway. Included type "A" single on curb both sides per MAG Standard detail 222 & by COF addendum to MAG Section 13-21-02-010.

260 9 EA
ADA parking stall striping, signage and parking bumper per Details A6 & A7, Sheet C1.2.

261 100 LF
FUTS railing per COF Standard Detail 14-01-010.

265 4 EA
Electric vehicle charging station per Electrical Plans.

290 23 EA
New light pole, base, & luminaire per Electrical Plans. Base collar and joint pattern per Detail A7, Sheet C1.2.

MISCELLANEOUS (900)

900 375 LF
Relocate electrical facilities underground. Coordinate with APS.
910 375 LF
Relocate communications facilities underground. Coordinate with franchise utility.

EARTHWORK 1

Cut: 3,736 CY
Fill: 4,304 CY
Net: 568 CY FILL
General Notes:
- Earthwork is EG to FG.
- Earthwork quantities do not account for shrink or swell.
- Earthwork volumes include excavation for detention basins and Pulliam Drive improvements.

FINAL 2 PLANS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA 811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE
1	CITY OF FLAGSTAFF COMMENTS	1/22/2021

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
www.peakegr.com

FLAGSTAFF AIRPORT
GRAND DESTINATIONS

Registered Professional Engineer (Civil) CERTIFICATE NO. 20488 SARA HEFFELFINGER 12-31-2021 State of ARIZONA

CITY OF FLAGSTAFF
PULLIAM AIRPORT
OVERFLOW PARKING
CIVIL IMPROVEMENTS PLAN
COF PROJECT NO. AR088?P

C3.0

JOB NO:19COF06
DATE: JAN 2021
BY:MRB/CBW
CHECKED:SAH/JOL

APPROVED

Reviewed by:
7/9/2021
JRL

TAKE CHARGE
CITY OF FLAGSTAFF
PULLIAM AIRPORT
6200 S PULLIAM DR, FLAGSTAFF
WA587196

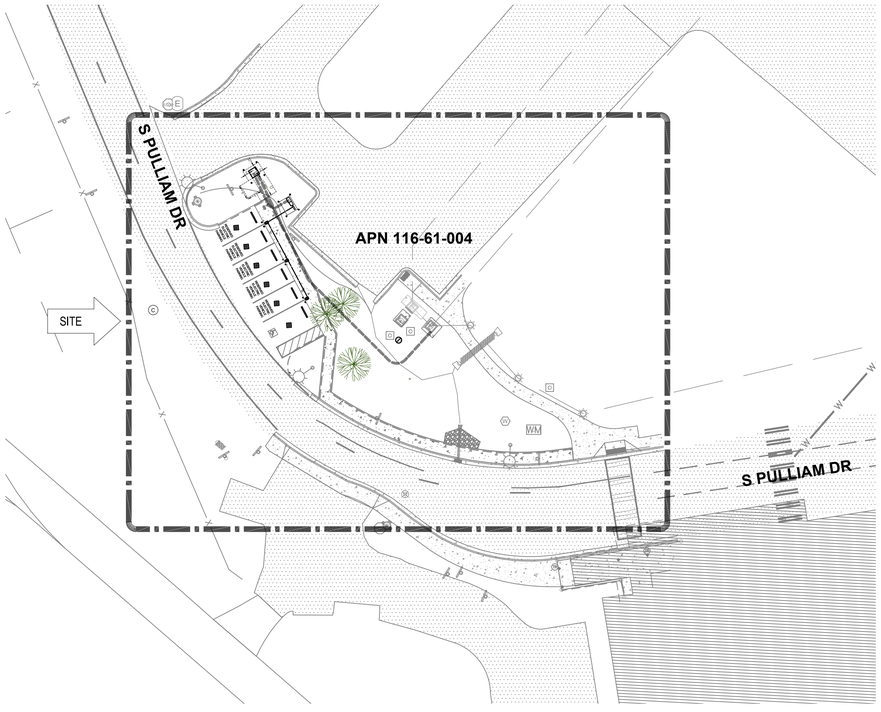
APS PROJECT 156300
CITY OF FLAGSTAFF PULLIAM AIRPORT
INSTALLATION OF 43.2 KVA ELECTRIC VEHICLE LEVEL 2 CHARGING EQUIPMENT
6200 S PULLIAM DR
FLAGSTAFF, AZ 86005

ABBREVIATIONS

1P	ONE POLE (2,3,4 APPLICABLE)
A	AMPERE
AB	AGGREGATE BASE
AC	ALTERNATING CURRENT
AC	ASPHALT CONCRETE
AIC	AVAILABLE INTERRUPTING CAPACITY
AT	AMPERE TRIP (RATING)
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BB	BOTTOM OF BASIN
BC	BACK OF CURB
BIL	BASIC IMPULSE LEVEL
C	CONDUIT
CF	CURB FACE
CL	CENTERLINE
CMIL	CIRCULAR MIL
CT	CURRENT TRANSFORMER
DC	DIRECT CURRENT
E	EAST
EGC	EQUIPMENT GROUNDING CONDUCTOR
E'LY	EASTERLY
EMT	ELECTRICAL METALLIC TUBING
EP	EDGE OF PAVEMENT
EPR	ETHYLENE PROPYLENE RUBBER
EVCS	ELECTRIC VEHICLE CHARGING STATION
EX.	EXISTING
FBO	FURNISHED BY OTHERS
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOW LINE
FLA	FULL LOAD AMPS
FO	FIBER OPTIC
FS	FINISHED SURFACE
FT	FEET
FWE	FURNISHED WITH EQUIPMENT
G	GROUND FAULT TRIP
G, GND	GROUND
GB	GRADE BREAK
GEC	GROUNDING ELECTRODE CONDUCTOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
HI PT	HIGH POINT
I	INSTANTANEOUS
IE	INVERT ELEVATION
IMC	INTERMEDIATE METAL CONDUIT
INV	INVERT
ISC	INTERRUPTING SHORT CIRCUIT
KV	KILO VOLT
KVA	KILOVOLTAMPERE
KW	KILO WATTS
KWH	KILOWATTHOUR
L	LONG TIME TRIP
LB	POUND
L-G	LINE TO GROUND VOLTAGE
L-L	LINE TO LINE VOLTAGE
L-N	LINE TO NEUTRAL VOLTAGE
LSIG	ELECTRONIC TRIP DEVICE
M	METER
MBJ	MAIN BONDING JUMPER

ABBREVIATIONS CON'T

MCB	MAIN CIRCUIT BREAKER
MH	MANHOLE
MLO	MAIN LUG ONLY
MVA	MEGA VOLT AMPERE
N	NEUTRAL
N	NORTH
NEC	NATIONAL ELECTRICAL CODE
NTS	NOT TO SCALE
OC	ON CENTER
OH	OVERHEAD
PB	PULLBOX
PCC	PORTLAND CEMENT CONCRETE
PL	PROPERTY LINE
PT	POTENTIAL TRANSFORMER
PVC	POLYVINYL CHLORIDE (FOR CONDUIT)
R	RELAY
R	RADIUS
R/W	RIGHT-OF-WAY
RGS	RIGID STEEL CONDUIT
RL	RIDGE LINE
S	SHORT TIME TRIP
S	SEWER OR SOUTH
SCCR	SHORT-CIRCUIT CURRENT RATING
SCH	SCHEDULE (FOR CONDUIT)
SES	SERVICE ENTRANCE SECTION
SLD	SINGLE LINE DIAGRAM
SPD	SURGE PROTECTIVE DEVICE
SSBJ	SUPPLY SIDE BONDING JUMPER
STD	STANDARD
SW	SWITCH
SWGR	SWITCHGEAR
TB	TOP OF BASIN
TC	TOP OF CURB
TG	TOP OF GRATE
TYP	TYPICAL
UG	UNDERGROUND
V	VOLT
W	WATER OR WEST
W'LY	WESTERLY
XXX.XX	PROPOSED ELEVATION
(XXX.XX)	EXISTING ELEVATION


S PULLIAM DR
APN 116-61-004
SITE
S PULLIAM DR
W
W
W

TAKE CHARGE
CITY OF FLAGSTAFF
PULLIAM AIRPORT
6200 S PULLIAM DR, FLAGSTAFF
WA587196

GENERAL CONSTRUCTION NOTES

1. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE NEW, FREE OF DEFECTS AND IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.

2. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.

3. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

4. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.

5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

6. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.

7. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.

8. THE GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.

9. THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.

10. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.

11. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.

12. THE GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.

13. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.

14. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.

15. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. THE CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.

16. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.

17. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.

18. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.

19. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.

20. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.

21. THE CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT. SERIAL NUMBER SHALL BE INCLUDED FOR SPONSOR SITES.

22. THE CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.

23. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.

24. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.

25. WHERE TUNNELING IS USED UNDER EXISTING PCC OR EXISTING CURB, AREA UNDER MUST BE BACKFILLED WITH FLOWABLE SLURRY TO OBTAIN 100% COMPACTION TO PREVENT CRACKING OF PCC.

26. CURB REMOVAL TO NEAREST JOINT AND MIN. 5FT AND NEW JOINT SHOULD NOT BE CLOSER THAN 5FT AWAY.

27. A/C REPLACEMENT 1-INCH OVER EXISTING, MATCH EXISTING AGGREGATE SIZE, SEAL TO MATCH EXISTING FINISH WHERE APPLICABLE.

ELECTRICAL NOTES

28. CODES & REQUIREMENTS
    - 28.1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND AMENDMENTS AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION.
    - 28.2. THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE GENERAL SUPPLEMENTAL CONDITIONS OF THE PROJECT SPECIFICATIONS.
    - 28.3. ALL ELECTRICAL CONDUIT, DEVICES AND EQUIPMENT ARE SHOWN DIAGRAMMATICALLY. DO NOT SCALE PRECISE DETAILS FROM THE DRAWINGS. THE CONTRACTOR SHALL FIELD VERIFY ACTUAL LOCATIONS WITH OWNER PRIOR TO ANY ROUGH IN.

29. EQUIPMENT
    - 29.1. ALL EQUIPMENT SHALL BE NEW EXCEPT AS OTHERWISE NOTED ON THE DRAWINGS. ALL EQUIPMENT PROVIDED SHALL BE LISTED BY A NATIONALLY RECOGNIZED TESTING LABORATORY, NRTL. LISTED FOR THE TYPE OF EQUIPMENT BEING FURNISHED AND SHALL BE ACCEPTABLE FOR INSTALLATION BY THE LOCAL BUILDING SAFETY AND FIRE DEPARTMENT AUTHORITIES.

30. CONDUIT
    - 30.1. ALL CONDUCTORS SHALL BE ENCLOSED BY CONDUIT SIZED IN ACCORDANCE WITH THE PROPER TABLES CONTAINED IN THE NATIONAL ELECTRICAL CODE FOR THE INSULATION USED.
    - 30.2. ELECTRIC METAL TUBING (EMT) SHALL BE USED FOR ALL DRY AND WET LOCATIONS, ABOVE GRADE OR ABOVE FLOOR APPLICATIONS IN ACCORDANCE WITH ARTICLE 358 OF THE NEC. COUPLINGS AND CONNECTORS SHALL BE COMPRESSION-TYPE, STEEL, WATERTIGHT FITTINGS. PROVIDE GROUND CONDUCTOR FOR EVERY RUN OF EMT CONDUIT.
    - 30.3. FLEXIBLE METAL CONDUIT SHALL BE UTILIZED FOR ALL CONNECTIONS TO VIBRATING EQUIPMENT SUCH AS MOTORS AND TRANSFORMERS (MIN. 2'-0", MAX. 6'-0").
    - 30.4. ALL EXPOSED CONDUIT SHALL BE ROUTED PARALLEL OR PERPENDICULAR TO THE BUILDING WALLS. SUPPORT CONDUIT PER NEC.
    - 30.5. PROVIDE EXPANSION FITTINGS FOR ALL CONDUIT(S) THAT CROSS EXPANSION JOINTS.

31. CONDUCTORS
    - 31.1. CONDUCTOR INSULATION SHALL BE OF A TYPE RECOGNIZED BY THE NEC AND AS APPROVED FOR ITS PARTICULAR APPLICATION OR AS REQUIRED BY THE LOCAL BUILDING SAFETY AUTHORITIES WHICHEVER IS MORE STRINGENT.
    - 31.2. ALL WIRING THROUGHOUT SHALL BE COLOR CODED AS FOLLOWS:

	480V SYSTEM	208V/240V SYSTEM
A PHASE	BROWN	BLACK
B PHASE	ORANGE	RED
C PHASE	YELLOW	BLUE
NEUTRAL	GREY	WHITE
GROUND	GREEN	GREEN
ISOLATED GROUND	--------	GREEN W/ YELLOW STRIPE

    - 31.3. THERE SHALL BE NO SPLICING OF CONDUCTOR.

32. FEEDERS & BRANCH CIRCUITS
    - 32.1. RISER DIAGRAMS, ONE-LINE DIAGRAMS AND CIRCUIT RUNS ARE INDICATIVE ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT ROUTING OF FEEDERS AND BRANCH CIRCUITS SO AS TO BEST FIT THE LAYOUT OF THE JOB.
    - 32.2. CIRCUITS MAY BE ARRANGED IN 3-WIRE FEEDS (2 HOT AND A COMMON NEUTRAL) IN COLOR CODE AS NOTED IN SECTION 31.2; AND EACH CIRCUIT IS PROTECTED BY AN OVER CURRENT PROTECTION DEVICE (OCPD) PER NEC. MORE THAN 3 CIRCUITS IN A CONDUIT BY SPECIFIC APPROVAL OR WHERE SHOWN IN DRAWINGS.

33. GROUNDING
    - 33.1. FURNISH AND INSTALL GROUNDING AND GROUNDING CONDUCTORS AS SPECIFIED HEREIN AND SHOWN ON THE DRAWINGS.
    - 33.2. ALL PANELBOARD CABINETS, EQUIPMENT, ENCLOSURES, AND CONDUIT SYSTEMS SHALL BE GROUNDED SECURELY IN ACCORDANCE WITH PERTINENT SECTIONS OF ARTICLE 250 OF THE NEC, AS AMENDED BY ANY LOCAL CODES. CONDUCTORS SHALL BE COPPER. ALL ELECTRICALLY OPERATED EQUIPMENT SHALL BE BONDED TO THE GROUNDED CONDUIT SYSTEM. ALL NON-CURRENT CARRYING CONDUIT SURFACES THAT ARE LIKELY TO BECOME ENERGIZED AND SUBJECT TO CONTACT BY A PERSON SHALL BE GROUNDED BY ONE OR MORE OF THE METHODS DETAILED IN ARTICLE 250 OF THE NEC. ALL GROUND CONNECTIONS SHALL HAVE CLEAN CONTACT SURFACES . INSTALL ALL GROUNDING CONDUCTORS IN CONDUIT AND MAKE CONNECTIONS READILY ACCESSIBLE FOR INSPECTION. FURNISH AND INSTALL GROUNDING ELECTRODES AS DESCRIBED ON THE DRAWINGS.
    - 33.3. GROUNDING OF METAL RACEWAYS SHALL BE ASSURED BY MEANS OF GROUNDING BUSHING ON FEEDER CONDUIT TERMINATIONS AT THE SERVICE ENTRANCE, DISTRIBUTION SWITCHBOARDS AND PANELBOARDS , AND BY MEANS OF A CONTINUOUS, STRANDED, COPPER GROUNDING WIRE EXTENDED FROM THE GROUND BUS IN THE ENCLOSURE TO THE CONDUIT GROUNDING BUSHINGS.

34. PANELBOARDS
    - 34.1. FURNISH AND INSTALL BRANCH CIRCUIT PANELBOARDS AS SPECIFIED HEREIN AND AS INDICATED ON THE DRAWINGS.
    - 34.2. PANELBOARDS SHALL BE EQUIPPED WITH FULL NEUTRAL AND GROUND BUSSES, SEPARATE ISOLATED GROUND BUSSES SHALL BE PROVIDED FOR ISOLATED GROUND PANELBOARDS.
    - 34.3. PROVIDE NEMA TYPE PANELBOARDS AS INDICATED ON DRAWINGS.
    - 34.4. MINIMUM INTERRUPTING RATING OF CIRCUIT BREAKERS SHALL BE AS INDICATED ON DRAWINGS AND FAULT CALCULATIONS.
    - 34.5. ACCEPTABLE MANUFACTURERS ARE GENERAL ELECTRIC, WESTINGHOUSE/CUTLER HAMMER, EATON, SIEMENS OR SQUARE-D. CONTRACTOR SHALL PROVIDE MATCHING MANUFACTURERS OF EXISTING EQUIPMENT WHEN APPLICABLE .

35. LABELING
    - 35.1. LABEL EQUIPMENT WITH NAME, AMPERAGE, VOLTAGE, PHASE AND WIRES (I.E . PANEL " A", 400A, 120/208V, 3Ø, 4W)
    - 35.2. ALL JUNCTION BOXES SHALL BE LABELED WITH CIRCUITS INSTALLED (I.E. 'LB1' - 1,3,5) WITH INDELIBLE BLACK INK ON THE BOX COVER.
    - 35.3. PROVIDE ARC FLASH SIGNAGE ON ALL ELECTRICAL EQUIPMENT PER NEC 110.16.
    - 35.4. LABEL BREAKERS WITH CORRESPONDING CIRCUITS.

36. DRAWINGS OF RECORD (AS-BUILT)
    - 36.1. AS-BUILT DRAWINGS SHALL BE SUBMITTED IN ACCORDANCE WITH APS ELECTRIC DISTRIBUTION REQUIREMENTS TO PROJECT CONTACT FROM APS CUSTOMER GRID SOLUTIONS DEPARTMENT.

37. AVAILABLE FAULT CURRENT
    - 37.1. PER NEC 110.24, FIELD MARKING, SERVICE EQUIPMENT AT OTHER THAN DWELLING UNITS SHALL BE LEGIBLY MARKED IN THE FIELD WITH THE AVAILABLE FAULT CURRENT. THE FIELD MARKING(S) SHALL INCLUDE THE DATE THE FAULT CURRENT CALCULATION WAS PERFORMED AND BE OF SUFFICIENT DURABILITY TO WITHSTAND THE ENVIRONMENT INVOLVED. THE CALCULATION SHALL BE DOCUMENTED AND MADE AVAILABLE TO THOSE AUTHORIZED TO DESIGN, INSTALL, INSPECT, MAINTAIN, OR OPERATE THE SYSTEM. SEE ALSO NEC 408.6 AND NEC 110.21(B)(3).

STAMP LOCATION

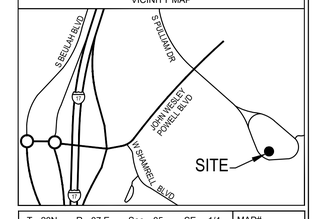
Registered Professional Engineer (Electrical)
CERTIFICATE NO.
69617
HENRY
PEREZ
Date Signed:
ARIZONA, U.S.A.

EXPIRES: 9-30-2022

C2 GROUP
8310 MIRAMAR MALL, SUITE A
SAN DIEGO, CA 92121
(619) 880-9797

T2.0 NOTE SHEET

VICINITY MAP



T 20N	R 07 E	Sec 05	SE 1/4	MAP#

CONTACT: JASON PAQUETTE	
PHONE: 619-518-1101	PGR/MOBILE:
INSPECTOR: JEFF TURNER	
PHONE: 928-581-9754	PGR/MOBILE:

NO.	DATE	DESCRIPTION	BY

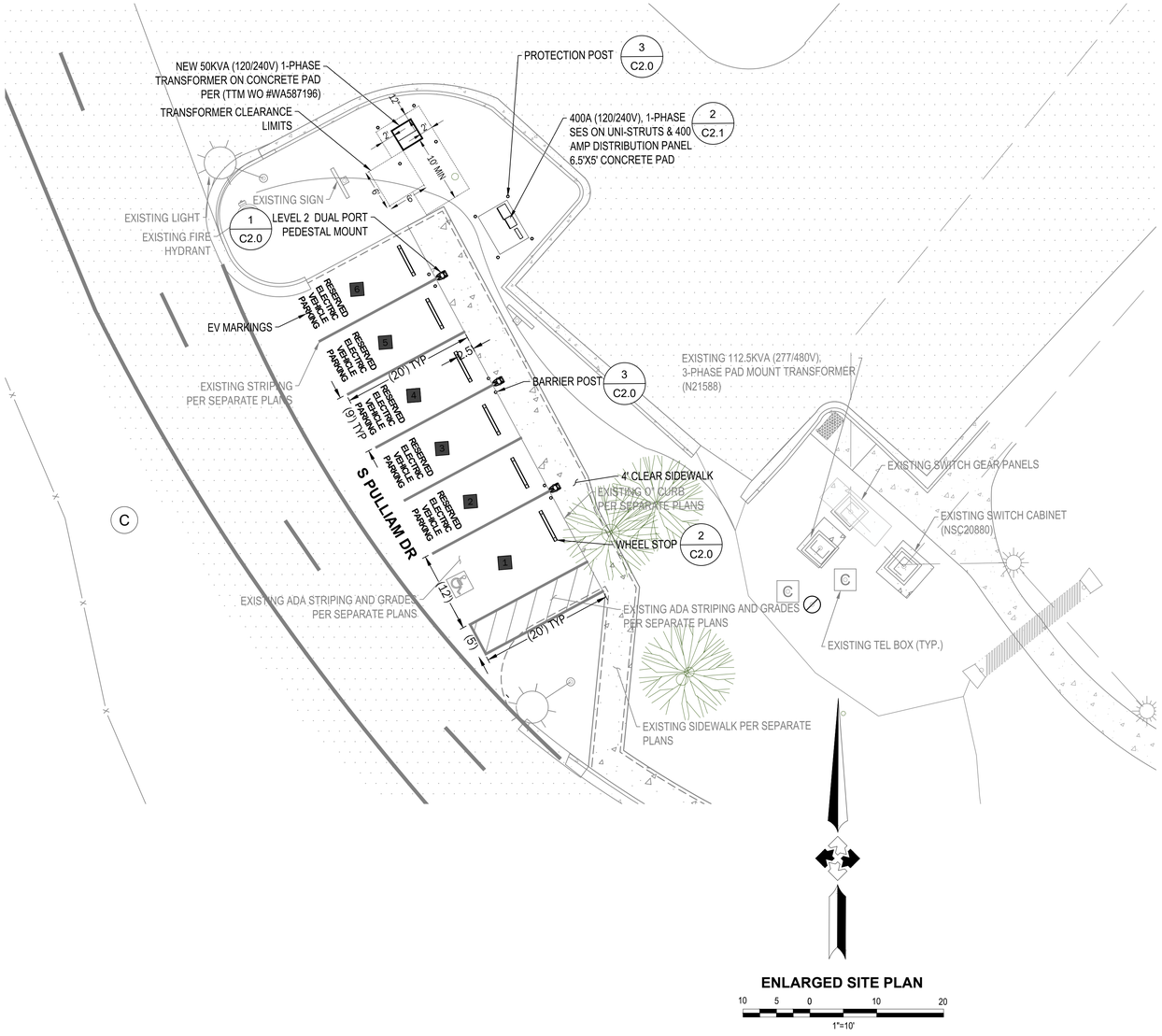
TAKE CHARGE [43.2KW, 240V AND 1-PHASE]
CITY OF FLAGSTAFF PULLIAM AIRPORT
6200 S PULLIAM DRIVE
FINAL ENGINEERING

aps

WO#: WA587196	DATE: 03/25/21
BY: PS	SCALE: AS NOTED
APS DWG #: APS EDMS DWG NO.	VENDOR #: **T2.0**

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TAKE CHARGE
CITY OF FLAGSTAFF
PULLIAM AIRPORT
6200 S PULLIAM DR, FLAGSTAFF
WA587196



ENLARGED SITE PLAN

10 5 0 10 20

1"=10'

1. THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.

BILL OF MATERIALS

MATERIAL	UNIT	QUANTITY
EQUIPMENT		
METER PEDESTAL	EACH	1
BARRIER POST	EACH	6
CHARGEPOINT CT 4021	EACH	3
EVCS FOUNDATION	EACH	3
WHEEL STOP	EACH	6
EQUIPMENT FOUNDATION	SF	32.5

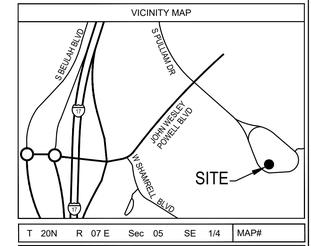
BILL OF MATERIALS

EXISTING STALL COUNT	6
PROPOSED STALL COUNT	6

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C1.0 ENLARGED SITE PLAN DEMOLITION PLAN

VICINITY MAP



T 20N	R 07 E Sec 05 SE 1/4	MAP#

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PHONE: 619-518-1101 PGR/MOBILE:
INSPECTOR: JEFF TURNER
PHONE: 928-581-9754 PGR/MOBILE:

NO.	DATE	DESCRIPTION	BY

TAKE CHARGE [43.2KW, 240V AND 1-PHASE]
CITY OF FLAGSTAFF PULLIAM AIRPORT
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aps

WO#: WA587196	DATE: 03/25/21
BY: PS	SCALE: AS NOTED
APS DWG #: APS EDMS DWG NO.	VENDOR #: **C1.0**

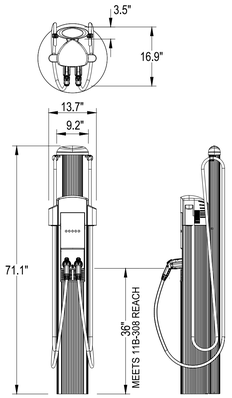
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Registered Professional Engineer (Electrical)
CERTIFICATE NO.
69617
HENRY
PEREZ
Date Signed:
ARIZONA, U.S.A.

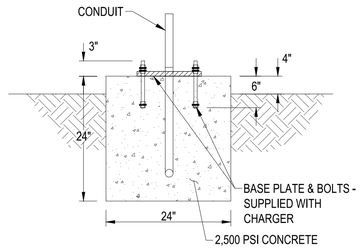
EXPIRES: 9-30-2022

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TAKE CHARGE
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6200 S PULLIAM DR, FLAGSTAFF
WA587196



CT4021 (FOR REF. ONLY)



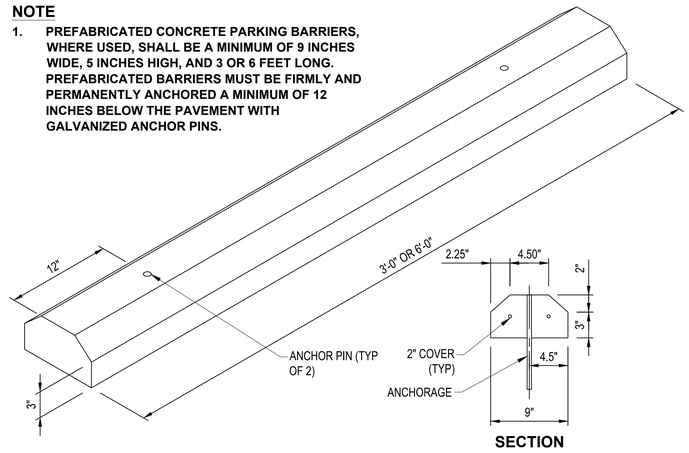
FOUNDATION DETAILS

NOTES:
1. CONCRETE BLOCK MUST MEASURE AT LEAST 24" ON ALL SIDES.
2. THE BOLT THREADS MUST EXTEND 3" ABOVE THE CONCRETE.
3. THE CONDUIT MUST BE AT LEAST 1 1/2" IN DIAMETER AND EXTEND 12"-24" ABOVE THE CONCRETE.
4. REFER TO THE CHARGEPOINT INSTALLATION GUIDE FOR DETAILED INSTALLATION INSTRUCTIONS.
5. SPECIAL INSPECTION REQUIRED FOR EPOXY ANCHOR BOLTS AND STEEL OFF-SITE-FABRICATION.

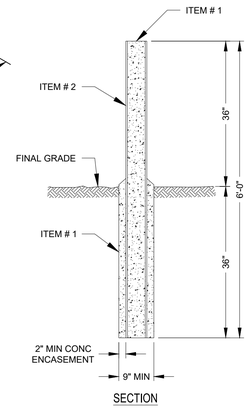
1 / -- **DUAL PORT DISPENSER DETAIL (CHARGEPOINT CT 4021)**
NO SCALE

NOTE

1. **PREFABRICATED CONCRETE PARKING BARRIERS, WHERE USED, SHALL BE A MINIMUM OF 9 INCHES WIDE, 5 INCHES HIGH, AND 3 OR 6 FEET LONG. PREFABRICATED BARRIERS MUST BE FIRMLY AND PERMANENTLY ANCHORED A MINIMUM OF 12 INCHES BELOW THE PAVEMENT WITH GALVANIZED ANCHOR PINS.**



2 / -- **TYPICAL PARKING BARRIER (WHEEL STOP) DETAIL**
NO SCALE



3 / -- **FIXED BARRIER POST DETAIL**
NO SCALE

NOTES:

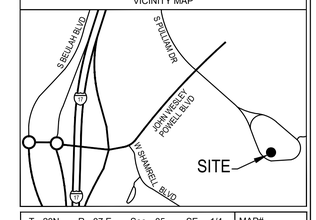
1. A 2-INCH MINIMUM CONCRETE ENCASEMENT IS REQUIRED AROUND THE BARRIER POST BELOW GRADE.
2. USE ADDITIONAL BARRIER POSTS AS REQUIRED TO PREVENT TRAFFIC PENETRATION INTO AREA.
3. A 36-INCH MINIMUM CLEARANCE IS REQUIRED FROM THE PAD TO THE OPTIONAL FRONT AND SIDE BARRIER POSTS FOR OPENING EQUIPMENT DOORS.
4. CAUTION MUST BE TAKEN WHEN INSTALLING POSTS SO THAT POSTS DO NOT MAKE CONTACT WITH CONDUIT SYSTEM.
5. PREMIX CONCRETE IS ONLY AVAILABLE IN 60 LB SACKS. WHEN 90 LB SACKS ARE WANTED, THEY MUST BE SPECIAL ORDERED.

CODE	2990	2995	MATERIAL LIST	
ITEM	QTY	QTY	DESCRIPTION	APN
1	3	6	CONCRETE PRE-MIX 60#	71301280
2	-	1	POST FIXED BARRIER	70006120

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8310 MIRAMAR MALL, SUITE A
SAN DIEGO, CA 92121
(619) 880-9797

C2.0 DETAILS SHEET

VICINITY MAP



T 20N	R 07 E	Sec 05	SE 1/4	MAP#

CONTACT: JASON PAQUETTE
PHONE: 619-518-1101 PGR/MOBILE:
INSPECTOR: JEFF TURNER
PHONE: 928-581-9754 PGR/MOBILE:

NO.	DATE	DESCRIPTION	BY

TAKE CHARGE [43.2KW, 240V AND 1-PHASE]
CITY OF FLAGSTAFF PULLIAM AIRPORT
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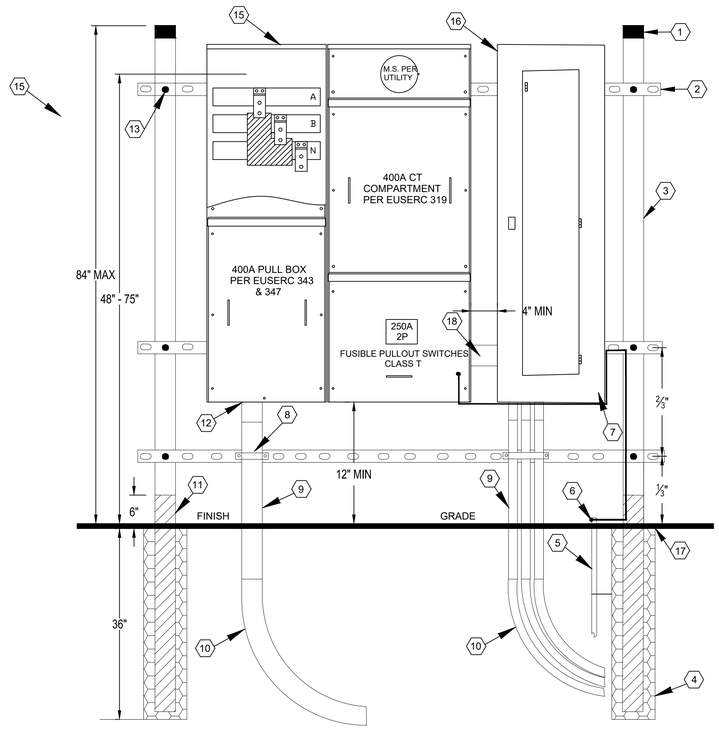
WO#: WA587196	DATE: 03/25/21
BY: PS	SCALE: AS NOTED
APS DWG #: APS EDMS DWG NO.	VENDOR #: **C2.0**

STAMP LOCATION

EXPIRES: 9-30-2022

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TAKE CHARGE
CITY OF FLAGSTAFF
PULLIAM AIRPORT
6200 S PULLIAM DR, FLAGSTAFF
WA587196

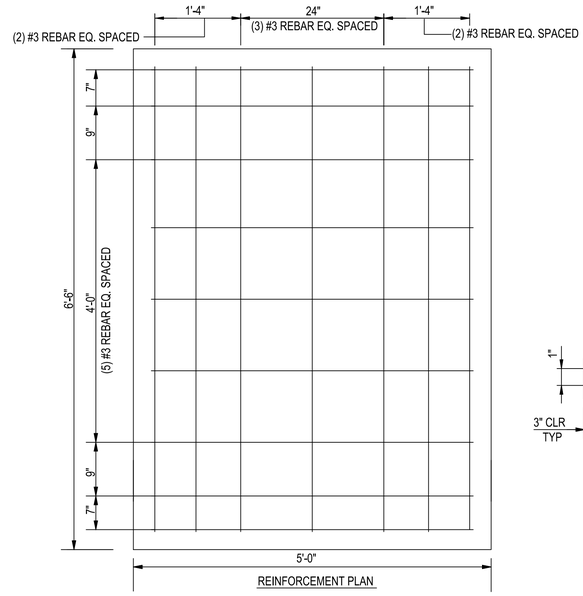


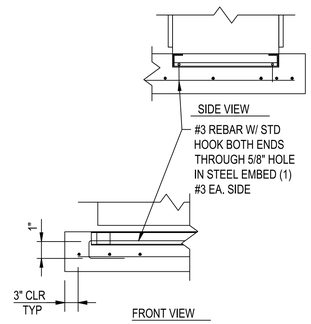
ALL DIMENSIONS ARE MANDATORY

1
--

SINGLE-PHASE METER DETAIL & DISTRIBUTION PANEL
NO SCALE

1. ALL STEEL POSTS MUST BE CAPPED.
2. STEEL UNISTRUT SUPPORTS.
3. THREE INCH DIAMETER RIGID GALVANIZED STEEL POSTS MINIMUM. (MAXIMUM LENGTH=10') THERE SHALL BE NO WELDS OR COUPLINGS IN STEEL POSTS.
4. POSTS SHALL BE PLACED IN THE CENTER OF A 12" MINIMUM DIAMETER CONCRETE FOOTING. THE FOOTING SHALL BE A MINIMUM OF 36" IN THE GROUND & EXTEND A MINIMUM OF 4" ABOVE GROUND LEVEL, & HAVE A 1/2" SLOPE AWAY FROM THE POST TO ALLOW FOR DRAINAGE.
5. 5/8"X8' GROUND ROD SHALL BE POSITIONED IN A PLACE WHERE IT DOES NOT POSE A TRIPPING HAZARD TO APS OR THE PUBLIC. THERE SHALL BE A MAINTAINED 3'x3' CLEAR FLAT SAFE WORKING SPACE IN FRONT OF METERING EQUIPMENT.
6. ACORN CLAMP REQUIRED AT CONNECTION. GROUNDING SHALL BE PROVIDED BY THE CUSTOMER IN COMPLIANCE WITH N.E.C. AND ARIZONA PUBLIC SERVICE. MADE ELECTRODES SHALL HAVE A RESISTANCE-TO-GROUND OF NOT MORE THAN 25 OHMS.
7. GROUND WIRE SHALL BE A MINIMUM SIZE OF #4 SOLID COPPER.
8. RISERS SHALL BE SECURELY FASTENED TO UNISTRUT BY AT LEAST ONE STRAP AND THE SERVICE EQUIPMENT ENCLOSURE. THE STRAP SHALL BE LOCATED 1/3 THE DISTANCE UP FROM FINISH GRADE BETWEEN THE RISER ENTRANCE TO THE SERVICE EQUIPMENT AND FINISHED GRADE. (200 AMP SES-2 ½") (400 AMP SES-3")
9. UNDERGROUND RISERS SHALL BE RIDGED STEEL OR SCHEDULE 80 PVC AND NOT HAVE ANY PVC COUPLINGS ABOVE GRADE EXCEPT FOR THE CONNECTION AT THE PANEL. THREADED RIGID STEEL RISER SHALL NOT BE CUT WITH A TORCH, WELDED, BRAZED, OR CONTAIN ANY COMPRESSION COUPLINGS. ONLY TRUE ROUND CROSS-SECTION RISERS WILL BE ACCEPTABLE. RISERS SHALL BE PLUMB WITH NO KICKS OR BENDS.
10. RIGID STEEL RISER OR SCHEDULE 40, 24 INCH RADIUS ELBOW ARE ACCEPTABLE. IF ELBOW IS STEEL THE PORTION OF THE STEEL RISER BELOW GRADE, UP TO A MINIMUM OF 6" ABOVE GRADE, SHALL BE HALF-LAPPED WITH 20 MIL. TAPE SUITABLE FOR IT'S USE, TO A TOTAL THICKNESS OF 40 MIL. THE TAPE SHALL BE LABELED TO INCLUDE THE THICKNESS (20 MIL.) AND THE MANUFACTURER'S NAME OR FACTORY COATED. IF RISER IS FACTORY COATED, IT SHALL HAVE A U.L. LABEL. THE COUPLER CONNECTING THE PVC CONDUIT SYSTEM TO THE STEEL ELBOW SHALL ALSO BE TAPED.
11. ALL STEEL POSTS USED FOR PANEL SUPPORTS MUST BE HALF-LAPPED WITH 20 MIL. TAPE SUITABLE FOR IT'S USE, TO A TOTAL THICKNESS OF 40 MIL. UP TO A MINIMUM OF 6" ABOVE GRADE. THE TAPE SHALL BE LABELED TO INCLUDE THE THICKNESS (20 MIL.) AND THE MANUFACTURER'S NAME.
12. FACTORY BOLT-ON HUB IS PREFERRED. ALL RISER KNOCK OUTS SHALL BE REMOVED BEFORE ANY RISER ATTACHMENT IS MADE. REDUCER WASHERS SHALL BE INSTALLED ON THE INSIDE AND OUTSIDE OF THE SECTION WHENEVER A SELF-BONDING HUB IS NOT USED. SCHEDULE 80 PVC CONDUIT RISERS SHALL BE SECURED TO THE PULL SECTION USING A THREADED MALE SLIP-SLEEVE CONNECTOR AND A STEEL LOCK NUT. STEEL CONDUIT RISERS SHALL BE SECURED TO THE PULL SECTION USING A RISER "HUB" WITH A BONDABLE LOCK NUT/BUSHING, A FACTORY BOLT-ON HUB, OR A SELF-BONDING HUB (MYERS OR EQUIVALENT).
13. ALL STEEL UNISTRUT SHALL BE ATTACHED TO THE POLE OR POST SECURELY WITH A MINIMUM 1/2" GALVANIZED THROUGH BOLT WITH A 1-1/2" GALVANIZED BACKING AND A LOCK NUT. LAG BOLTS WILL NOT BE ACCEPTED. UNISTRUT MAY BE WELDED TO STEEL POLES. WELDING MUST BE APPROVED BY AN APS INSPECTOR.
14. RIVETED NON-FERROUS METAL ADDRESS LABEL. SEE 302.1 FOR LABEL REQUIREMENTS.
15. JMT 400 AMP, 1-PHASE METER, WITH 8-CLIP METER SOCKET, PAD LOCKABLE, FORM 5S
16. EATON 400 AMP 1-PHASE PANELBOARDS POW-R-LINE 1A
17. CONCRETE PAD SEE DETAIL TO THE RIGHT OF THE SHEET
18. 3" RIGID STEEL CONDUIT





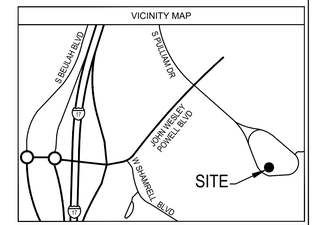
CONCRETE PAD DETAIL

NOTES:
1. REBAR SHALL HAVE A 1 1/2" MINIMUM COVER FROM CONDUITS.
2. DISTANCE FROM BOLTS TO CONDUIT EDGES SHALL BE A MINIMUM OF 6".

C2 GROUP
8310 MIRAMAR MALL, SUITE A
SAN DIEGO, CA 92121
(619) 880-9797

C2.1 DETAILS SHEET

VICINITY MAP



T 20N	R 07 E	Sec 05	SE 1/4	MAP#

CONTACT: JASON PAQUETTE
PHONE: 619-518-1101 PGR/MOBILE:
INSPECTOR: JEFF TURNER
PHONE: 928-581-9754 PGR/MOBILE:

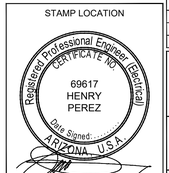
NO.	DATE	DESCRIPTION	BY

TAKE CHARGE [43.2KW, 240V AND 1-PHASE]
CITY OF FLAGSTAFF PULLIAM AIRPORT
6200 S PULLIAM DRIVE
FINAL ENGINEERING

aps

WO#: WA587196	DATE: 03/25/21
BY: PS	SCALE: AS NOTED
APS DWG #: APS EDMS DWG NO.	VENDOR #: **C2.1**

STAMP LOCATION



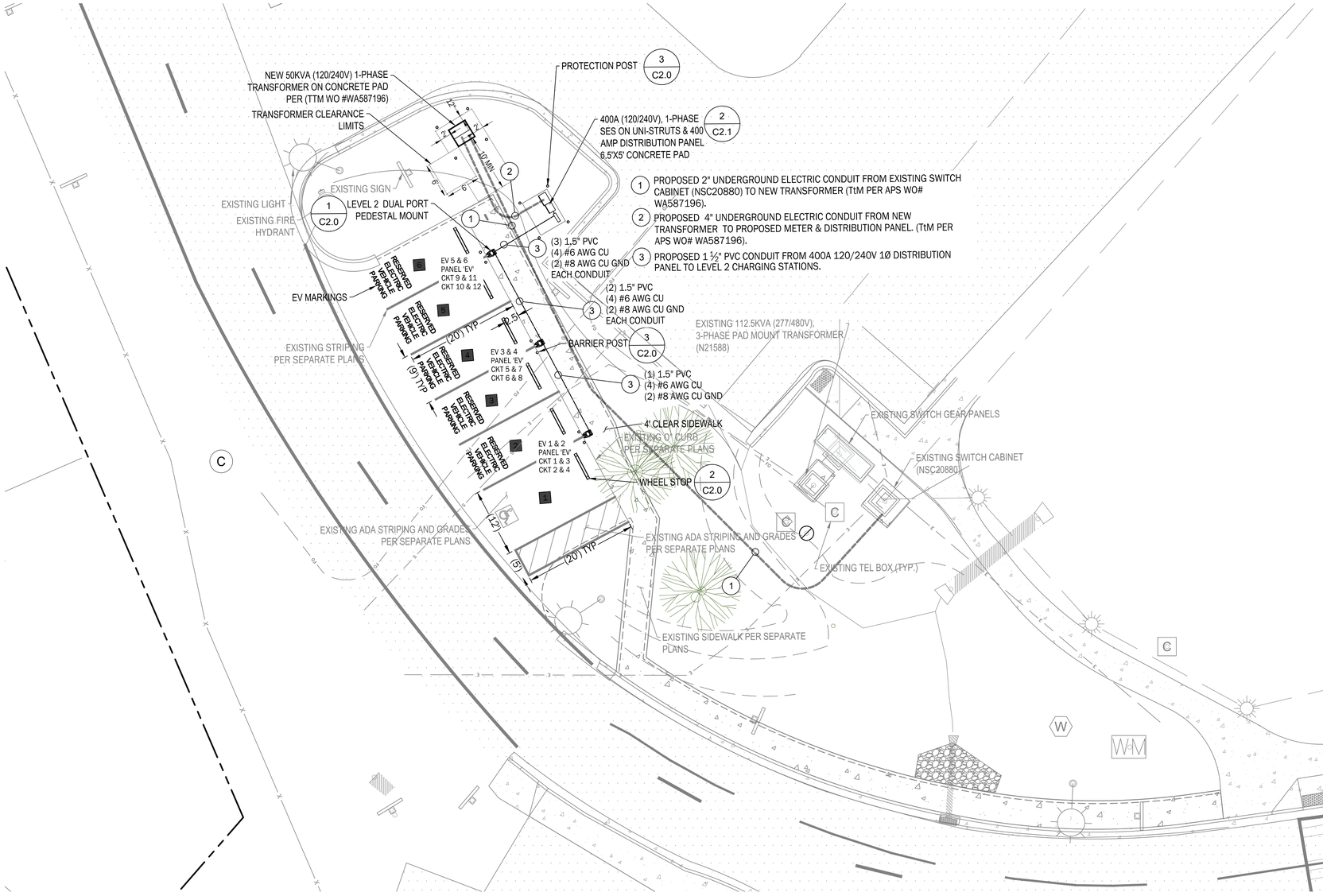
EXPIRES: 9-30-2022

NOTES

ALL UTILITY RELATED SCOPE OF WORK (TO THE POINT OF SERVICE) IS DETAILED IN THE APS UTILITY DESIGN DRAWING "WA587196"

1. CONDUIT ROUTING IS DIAGRAMMATICALLY SHOWN ON PLANS AND ARE ONLY APPROXIMATIONS. THE EXACT LOCATION AND ROUTING PATHS SHALL BE FIELD VERIFIED AND INSTALLED PER JURISDICTIONAL REQUIREMENTS.
2. ALL EQUIPMENT, FEEDERS AND DEVICES PROVIDED UNDER THIS SCOPE OF WORK IS NEW AND SHOWN IN BOLD UNLESS OTHERWISE NOTED.
3. PERFORM GROUND PENETRATING RADAR SURVEY PRIOR TO DIGGING.

TAKE CHARGE
CITY OF FLAGSTAFF
PULLIAM AIRPORT
6200 S PULLIAM DR, FLAGSTAFF
WA587196



ELECTRICAL SITE PLAN

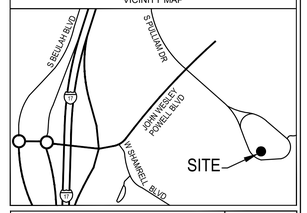
10 5 0 10 20
1"=10'

BRANCH CIRCUIT LENGTHS		
LEVEL 2 EV CHARGER	LENGTH (FT)	WIRE SIZE
1 / 2	68	#6
3 / 4	60	#6
5 / 6	32	#6

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E1.0 ELECTRICAL SITE PLAN

VICINITY MAP



T 20N	R 07 E	Sec 05	SE 1/4	MAP#

CONTACT: JASON PAQUETTE
PHONE: 619-518-1101 PGR/MOBILE:
INSPECTOR: JEFF TURNER
PHONE: 928-581-9754 PGR/MOBILE:

NO.	DATE	DESCRIPTION	BY
1	06/14/21	PLAN CHECK COMMENTS	PS

TAKE CHARGE [43.2KW, 240V AND 1-PHASE]
CITY OF FLAGSTAFF PULLIAM AIRPORT
6200 S PULLIAM DRIVE
FINAL ENGINEERING

aps

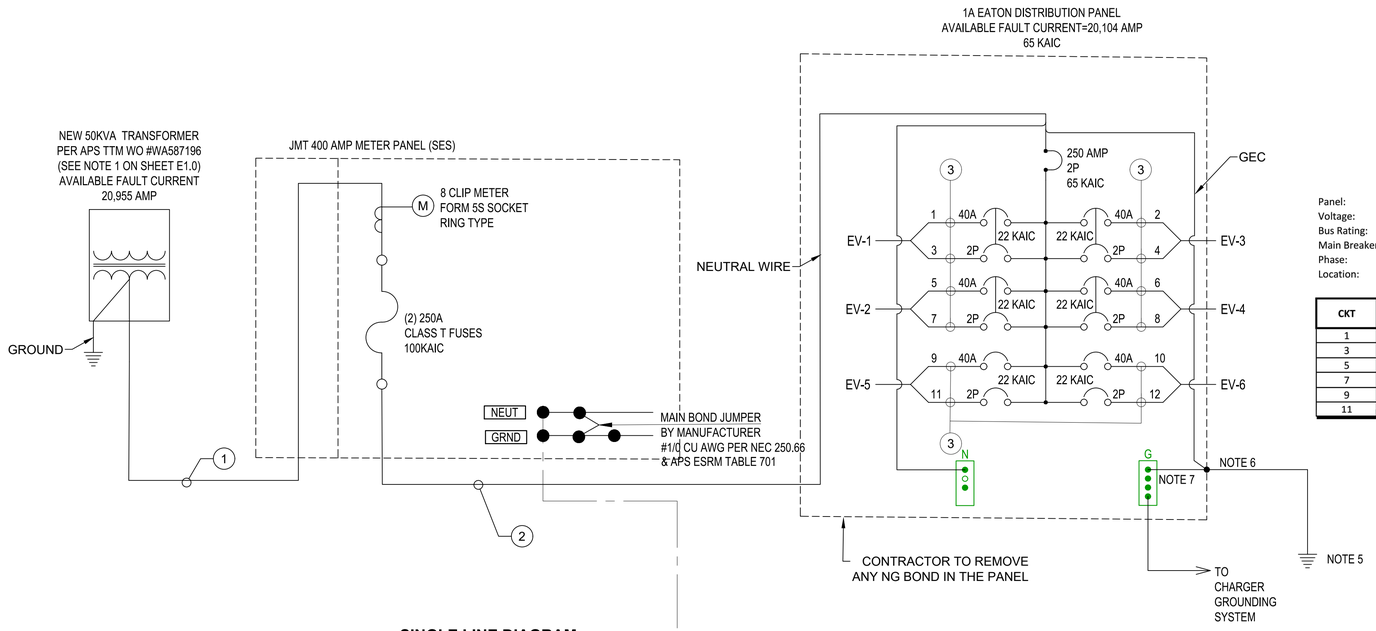
WO#:	WA587196	DATE:	03/25/21
BY:	PS	SCALE:	AS NOTED
APS DWG #:	APS EDMS DWG NO.	VENDOR #:	**E1.0**

STAMP LOCATION

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
69617
HENRY
PEREZ
Date Signed:
ARIZONA U.S.A.

EXPIRES: 9-30-2022

TAKE CHARGE
CITY OF FLAGSTAFF
PULLIAM AIRPORT
6200 S PULLIAM DR, FLAGSTAFF
WA587196



SINGLE LINE DIAGRAM

Panel:	EV			Model Number:	**EATON POW-R-LINE 1A**				
Voltage:	120/ 240	Volts AC		Enclosure Type:	NEMA 3R				
Bus Rating:	400	Amps per Phase		Mount:	Unistrut				
Main Breaker:	250	Amps		Panel Status:	New				
Phase:	1	Wire:	3						
Location:	Southeast corner of project								

CKT	Description	Trip	Load	Phase A (VA)	Phase B (VA)	Load	Trip	Description	CKT
1	EV-1	40A	3600	**3600**	**3600**	3600	40A	EV-3	2
3		40A	3600	**3600**	**3600**	3600	40A		4
5	EV-2	40A	3600	**3600**	**3600**	3600	40A	EV-4	6
7		40A	3600	**3600**	**3600**	3600	40A		8
9	EV-5	40A	3600	**3600**	**3600**	3600	40A	EV-6	10
11		40A	3600	**3600**	**3600**	3600	40A		12
				21600	**21600**	VA			

Total VA	43200.00	
Total KVA	54.00	(PHASE A+PHASE B) WITH 125% DF
Total AMPS	225.00	≤ 100% OF MAIN FUSE

PANEL SCHEDULE

TABLE A - DUAL CHARGERS (2 CIRCUITS)			
<180'	180' - 290'	290' - 400'	400' >
(4) #6 AWG THWN-2 CU + (2) #8 AWG THWN-2 CU EGC IN 1 ½" PVC CONDUIT	(4) #4 AWG THWN-2 CU + (2) #8 AWG THWN-2 CU EGC IN 1 ½" PVC CONDUIT	(4) #3 AWG THWN-2 CU + (2) #8 AWG THWN-2 CU EGC IN 1 ½" PVC CONDUIT	(4) #2 AWG THWN-2 CU + (2) #8 AWG THWN-2 CU EGC IN 1 ½" PVC CONDUIT

* SEE NOTE 2

NOTES

1. CONTRACTOR TO FIELD VERIFY MAIN FEED BREAKERS AND FUSES SUPPORTING DISTRIBUTION PANEL IS APPROPRIATELY SIZED TO SUPPORT THE LOAD. CONTRACTOR SHALL CONTACT THE ENGINEERING TEAM IMMEDIATELY IF BREAKERS AND FUSES ARE FOUND TO BE INSUFFICIENT.
2. CONDUCTOR LENGTHS ARE ESTIMATES ONLY. LENGTHS ARE BASED ON DIAGRAMMATICAL MEASUREMENTS AND APPROXIMATED BURIED DEPTHS. THE EXACT ROUTING PATH, CONDUCTOR RUN LENGTHS AND INSTALLATION SHALL BE DETERMINED BY THE CONTRACTOR IN THE FILED BASED ON EXISTING SITE CONDITIONS AND PHYSICAL MEASUREMENTS. CONTRACTOR TO ORDER CONDUCTOR BASED ON FIELD MEASUREMENTS.
3. CHARGING UNITS ARE EQUIPPED WITH AN INTEGRATED CONTACTOR TO PREVENT BACK FEEDING OF POWER TO THE SOURCE.
4. FOR ADDITIONAL GROUNDING INFORMATION, SEE GROUNDING DETAIL ON SHEET E2.0.
5. (2) 5/8" X 8' GROUND RODS OR TIE TO BUILDING GROUNDING SYSTEM. SEE GROUND ROD INSTALLATION DETAIL. EQUIPMENT GROUNDING CONDUCTOR (EGC) PER NEC 250.122.
6. ENCLOSURE GROUNDING.
7. TERMINATE EV CIRCUITS GROUNDING ELECTRODE CONDUCTOR (4 X #8 AWG CU GEC).
8. SYSTEM BONDING JUMPER (SBJ) IS #2 AWG CU PER NEC 250.102 (C)(1).

CIRCUIT SCHEDULE			
NO	FROM	TO	CONFIGURATION
1	UTILITY TRANSFORMER	JMT METER PANEL	SEE APS UTILITY DRAWINGS WO# WA587196
2	JMT METER PANEL	400 AMP DISTRIBUTION PANEL	(2) 250 MCM CU PLUS (1) #4/0 AWG CU NEUTRAL PLUS (1) #2 AWG CU GRD
3	AC PANELBOARD	EV CHARGER	SEE TABLE B FOR VOLTAGE DROP CONSIDERATIONS DUE TO CONDUCTOR LENGTH

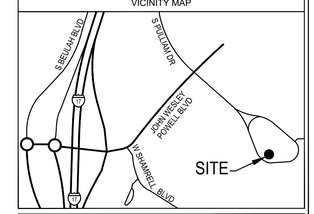
AC RUN MAXIMUM LENGTHS IS 400' INCLUDING BURIED DEPTH. ANY AC RUN LENGTHS BEYOND THIS MAXIMUM SHALL BE ADDRESSED WITH THE APPROPRIATE ENGINEERING TEAMS AS SOON AS THE SITUATION ARISES.

TABLE B	
MAXIMUM AC VOLTAGE DROP (%)	0.82%
AVERAGE AC VOLTAGE DROP (%)	0.64%

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E1.1 **SINGLE LINE DIAGRAM PANEL SCHEDULE**

VICINITY MAP



T 20N	R 07 E	Sec 05	SE 1/4	MAP#

CONTACT: JASON PAQUETTE	
PHONE: 619-518-1101	PGR/MOBILE:
INSPECTOR: JEFF TURNER	
PHONE: 928-581-9754	PGR/MOBILE:

NO.	DATE	DESCRIPTION	BY

TAKE CHARGE [43.2KW, 240V AND 1-PHASE]
CITY OF FLAGSTAFF PULLIAM AIRPORT
6200 S PULLIAM DRIVE
FINAL ENGINEERING

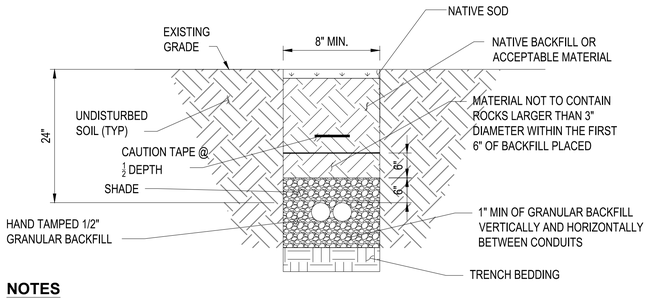
aps

WO#: WA587196	DATE: 03/25/21
BY: PS	SCALE: AS NOTED
APS DWG #: APS EDMS DWG NO.	VENDOR #: **E1.1**

STAMP LOCATION

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
69617
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Date Signed:
ARIZONA, U.S.A.

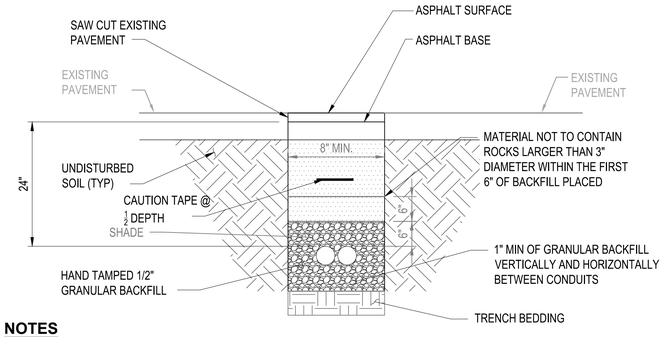
EXPIRES: 9-30-2022



NOTES

1. TRENCHING REQUIREMENTS SHALL MEET THE STANDARDS PER APS ELECTRIC SERVICE REQUIREMENTS MANUAL SECTION 600.
2. ANY EXCAVATION LEFT OPEN NEEDS TO BE FENCED, BARRICADED, OR TRENCH PLATED TO ENSURE THE SAFETY OF THE GENERAL PUBLIC.
3. ANY LANDSCAPE DAMAGE DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO PRE CONSTRUCTION CONDITIONS OR BETTER.
4. EXACT NUMBER OF CONDUITS SHALL BE DETERMINED BY SHEET E1.0 & E1.1, EXACT CONDUIT PLACEMENT IN TRENCH SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD BASED ON PHYSICAL MEASUREMENTS AND JURISDICTIONAL REQUIREMENTS.
5. BACKFILL SHALL BE PLACED IN LOOSE, LEVEL LIFTS NOT TO EXCEED 6-INCHES THICKNESS.
6. COMPACTION SHALL BE BY MECHANICAL VIBRATORY PLATE COMPACTORS UNLESS OTHERWISE SPECIFIED.
7. COMPACT TO THE SAME DENSITY AS THE UNDISTURBED SOIL. COMPACT EACH LAYER UNTIL THERE IS NO EVIDENCE OF CONSOLIDATION.
8. CONTROLLED LOW STRENGTH MATERIAL (CLSM) MAY BE USED IN PLACE OF GRANULAR BACKFILL. CLSM SHALL CONFORM TO THE REQUIREMENTS OF THE DOT STANDARD SPECIFICATIONS.
9. SHADE MATERIAL SHALL NOT CONTAIN ROCKS LARGER THAN 1-1/2 INCHES IN THEIR GREATEST DIMENSION AND SHALL CONFORM TO APS SERVICE REQUIREMENTS MANUAL SECTION 600.05.
10. TRENCH BEDDING SHALL MEET THE STANDARDS PER APS ELECTRIC SERVICE REQUIREMENTS MANUAL SECTION 600.03.
11. ALL UTILITY CROSSINGS SHALL PROVIDE A MINIMUM OF 12 INCHES CLEAR VERTICAL SEPARATION FROM THE APS ELECTRIC FACILITIES AS OUTLINED IN THE APS ELECTRIC SERVICE REQUIREMENTS MANUAL SECTION 600.02.

UNDER SOIL APS TRENCH DETAIL
NO SCALE



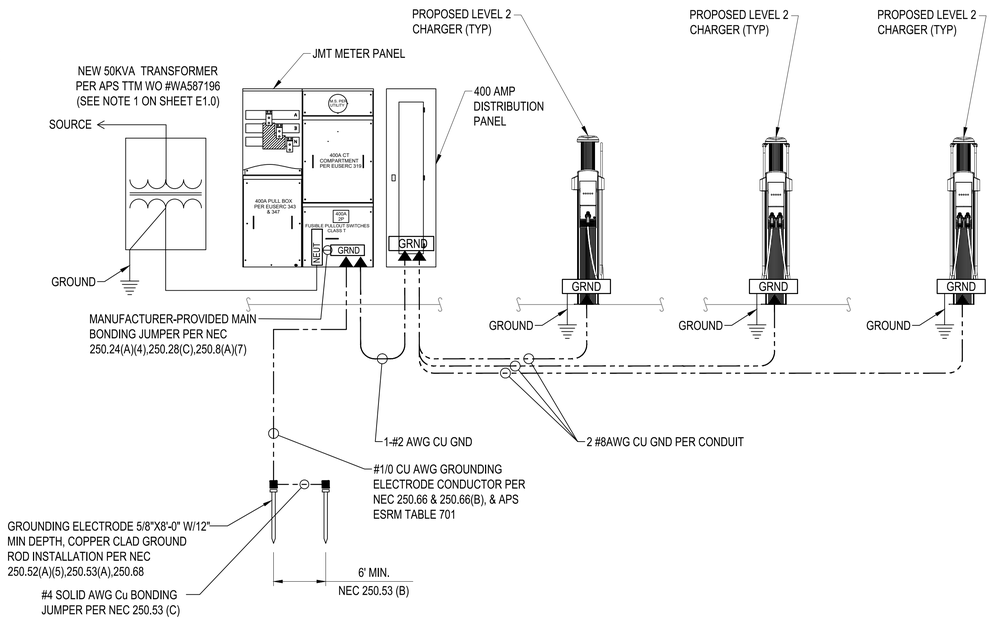
NOTES

1. TRENCHING REQUIREMENTS SHALL MEET THE STANDARDS PER THE APS ELECTRIC SERVICE REQUIREMENTS MANUAL SECTION 600.
2. ASPHALT SHALL COMPLY WITH STANDARD DOT OR LOCAL JURISDICTION SPEC. FOR HMA SURFACE COURSE.
3. ANY EXCAVATION LEFT OPEN NEEDS TO BE FENCED, BARRICADED, OR TRENCH PLATED TO ENSURE THE SAFETY OF THE GENERAL PUBLIC.
4. ANY PAVEMENT DAMAGE DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO PRE CONSTRUCTION CONDITIONS OR BETTER.
5. EXACT NUMBER OF CONDUITS SHALL BE DETERMINED BY SHEET E1.0 & E1.1, EXACT CONDUIT PLACEMENT IN TRENCH SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD BASED ON PHYSICAL MEASUREMENTS AND JURISDICTIONAL REQUIREMENTS.
6. CLEAN GRANULAR BACKFILL SHALL BE PLACED IN LOOSE, LEVEL LIFTS NOT TO EXCEED 6-INCHES THICKNESS.
7. COMPACTION SHALL BE BY MECHANICAL VIBRATORY PLATE COMPACTORS UNLESS OTHERWISE SPECIFIED.
8. COMPACT TO THE SAME DENSITY AS THE UNDISTURBED SOIL. COMPACT EACH LAYER UNTIL THERE IS NO EVIDENCE OF CONSOLIDATION.
9. FINAL LIFT BENEATH PAVEMENTS SHALL BE COMPACTED A MINIMUM OF FOUR COMPLETE PASSES.
10. CONTROLLED LOW STRENGTH MATERIAL (CLSM) MAY BE USED IN PLACE OF CLEAN GRANULAR BACKFILL. CLSM SHALL CONFORM TO THE REQUIREMENTS OF THE DOT STANDARD SPECIFICATIONS.
11. SHADE MATERIAL SHALL NOT CONTAIN ROCKS LARGER THAN 1-1/2 INCHES IN THEIR GREATEST DIMENSION AND SHALL CONFORM TO APS SERVICE REQUIREMENTS MANUAL SECTION 600.05.
12. TRENCH BEDDING SHALL MEET THE STANDARDS PER APS ELECTRIC SERVICE REQUIREMENTS MANUAL SECTION 600.03.
13. ALL UTILITY CROSSINGS SHALL PROVIDE A MINIMUM OF 12 INCHES CLEAR VERTICAL SEPARATION FROM THE APS ELECTRIC FACILITIES AS OUTLINED IN THE APS ELECTRIC SERVICE REQUIREMENTS MANUAL SECTION 600.02.

UNDER PAVEMENT APS TRENCH DETAIL
NO SCALE

GROUNDING NOTES

1. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
2. FOR GROUND BOND TO STEEL ONLY: INSERT A CADMIUM FLAT WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
3. ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS).
4. ALL BELOW GRADE BONDS TO BE EXOTHERMIC WELDS OR IRREVERSIBLE COMPRESSION-TYPE CONNECTIONS LISTED FOR USE IN THE APPLICATION WHICH THEY ARE INSTALLED.
5. GROUNDING CONDUCTORS ARE GENERALLY NOT SHOWN. GROUND AND BOND ALL EQUIPMENT, RACEWAYS, MOTORS, PANELBOARDS AND SWITCHBOARDS, ETC. IN ACCORDANCE WITH 2017 NEC, ARTICLE 250.
6. 25Ω RESISTANCE OR LESS.



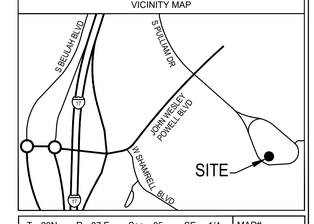
GROUNDING DETAIL
NO SCALE

TAKE CHARGE
CITY OF FLAGSTAFF
PULLIAM AIRPORT
6200 S PULLIAM DR, FLAGSTAFF
WA587196

C2 GROUP
8310 MIRAMAR MALL, SUITE A
SAN DIEGO, CA 92121
(619) 880-9797

E2.0 ELECTRICAL DETAILS

VICINITY MAP



T 20N	R 07 E	Sec 05	SE 1/4	MAP#

CONTACT: JASON PAQUETTE	
PHONE: 619-518-1101	PGR/MOBILE:
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CITY OF FLAGSTAFF PULLIAM AIRPORT
6200 S PULLIAM DRIVE
FINAL ENGINEERING

aps

WO#: WA587196	DATE: 03/25/21
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STAMP LOCATION

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
69617
HENRY
PEREZ
Date Signed
ARIZONA U.S.A.

EXPIRES: 9-30-2022

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TAKE CHARGE
CITY OF FLAGSTAFF
PULLIAM AIRPORT
6200 S PULLIAM DR, FLAGSTAFF
WA587196

CT4000 Level 2 Commercial Charging Stations

Specifications and Ordering Information

Ordering Information

Specify model number followed by the applicable code(s).
The order code sequence is: **Model**-**Options**, **Software**, **Services** and **Misc** are ordered as separate line items.

Hardware

Description		Order Code
Model	1830 mm (6') Single Port Bollard Mount	CT4011
	1830 mm (6') Dual Port Bollard Mount	CT4021
	1830 mm (6') Single Port Wall Mount	CT4013
	1830 mm (6') Dual Port Wall Mount	CT4023
	2440 mm (8') Dual Port Bollard Mount	CT4025
	2440 mm (8') Dual Port Wall Mount	CT4027
Options	Integral Gateway Modem - USA	-GW1
	Integral Gateway Modem - Canada	-GW2
Misc	Power Management Kit	CT4000-PMGMT
	Bollard Concrete Mounting Kit	CT4001-CCM

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CTSW-SAS-COMM-n[1]
ChargePoint Service Provider Plan	CTSW-SAS-SP-n[1]
ChargePoint Assure	CT4000-ASSURE-n[2]
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations come with 1 year of ChargePoint Assure coverage at no charge for qualified installations. Other conditions apply. All CT4000 stations require a network service plan.

[1] Substitute n for desired years of service (1, 2, 3, 4, or 5 years).
[2] Substitute n for the duration of the additional coverage (1, 2, 3, or 4 years).

Order Code Examples

If ordering this	the order code is
1830 mm (6') Dual Port Bollard USA Gateway Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CTSW-SAS-COMM-3
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
2 Additional Years of Assure Coverage	CT4000-ASSURE2
1830 mm (6') Single Port Wall Mount Station	CT4013
ChargePoint Commercial Service Plan, 5 Year Subscription	CTSW-SAS-COMM-5
4 Additional Years of Assure Coverage	CT4000-ASSURE4
Station Activation and Configuration	CPSUPPORT-ACTIVE



CT4021

CT4000 Family Specifications

Electrical Input	Single Port (AC Voltage 208/240V AC)			Dual Port (AC Voltage 208/240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	Input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8W typical (standby), 15W maximum (operation)					

Electrical Output

Standard	7.2kW (240V AC @ 30A)	7.2kW (240V AC@30A) x 2
Standard Power Share	n/a	7.2kW (240V AC@30A) x 1 **or** 3.8kW (240V AC@16A) x 2
Power Select 24A	5.8kW (240V AC@24A)	5.8kW (240V AC@24A) x 2
Power Select 24A Power Share	n/a	5.8kW (240V AC@24A) x 1 **or** 2.9kW (240V AC@12A) x 2
Power Select 16A	3.8kW (240V AC@16A)	3.8kW (240V AC@16A) x 2
Power Select 24A Power Share	n/a	3.8kW (240V AC@16A) x 1 **or** 1.9kW (240V AC@8A) x 2

Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Cable Length - 1830 mm (6') Cable Management	5.5 m (18')	5.5 m (18') x 2
Cable Length - 2440 mm (8') Cable Management	n/a	7 m (23')
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7") full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

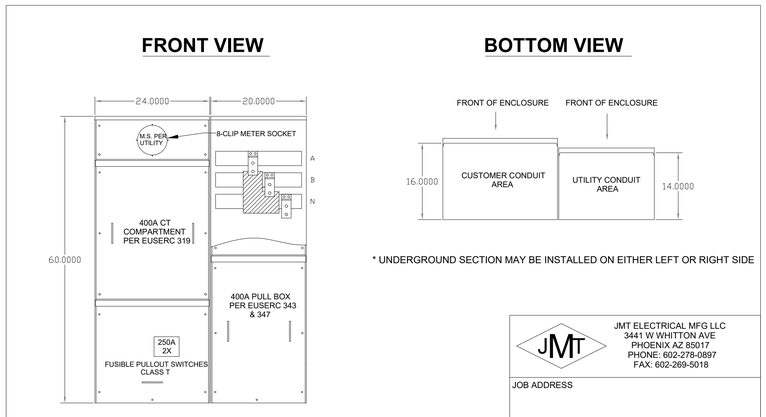
Safety and Connectivity Features

Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA

Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-30°C to +50°C (-22°F to 122°F)
Storage Temperature	-30°C to +60°C (-22°F to 140°F)
Non-Operating Temperature	-40°C to +60°C (-40°F to 140°F)
Operating Humidity	Up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	105°C (221°F)
Charging Stations per 802.11 Radio Group	Maximum of 10. Each station must be located within 45m (150') "line of sight" of a gateway station.

CHARGEPOINT REFERENCE DRAWINGS



CONSTRUCTION DETAILS

1. NEMA 3R RATED
2. 1/4" ALUMINUM BUS WITH ALSTAN 80 TIN PLATING
3. POWDERCOATED ANSI 61 GREY
4. UL LISTED 891 DEADFRONT SWITCHBOARD FILE#: E352324
5. PANEL IS LOCKABLE

JMT ELECTRICAL MFG LLC
3441 W WHITTON AVE
PHOENIX AZ 85017
PHONE: 602-278-0897
FAX: 602-269-5018

JOB ADDRESS

AMPS	# OF PHASES	VOLTAGE AIC RATING	MOUNT STYLE
400	1Ø/3W	120/240	100k AIC WALL MOUNT

DISTRIBUTOR

CONTRACTOR

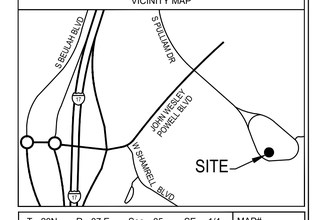
DATE	UTILITY	PO NUMBER	JMT PART NUMBER

400A METER REFERENCE DRAWINGS

C2 GROUP
8310 MIRAMAR MALL, SUITE A
SAN DIEGO, CA 92121
(619) 880-9797

R1.0 REFERENCE DRAWING

VICINITY MAP



T 20N	R 07 E	Sec 05	SE 1/4	MAP#

CONTACT: JASON PAQUETTE
PHONE: 619-518-1101 PGR/MOBILE:
INSPECTOR: JEFF TURNER
PHONE: 928-581-9754 PGR/MOBILE:

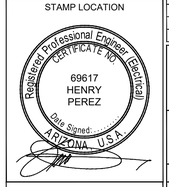
NO.	DATE	DESCRIPTION	BY

TAKE CHARGE [43.2KW, 240V AND 1-PHASE]
CITY OF FLAGSTAFF PULLIAM AIRPORT
6200 S PULLIAM DRIVE
FINAL ENGINEERING

aps

WO#: WA587196	DATE: 03/25/21
BY: PS	SCALE: AS NOTED
APS DWG #: APS EDMS DWG NO.	VENDOR #: **R1.0**

STAMP LOCATION



EXPIRES: 9-30-2022

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Pow-R-Line 1a



Pow-R-Line 1a

General Description

Panelboard Ratings

Voltage
- 240 Vac maximum

Main Lugs
- 100–600 A

Main Breakers
- 100–600 A

Branch Breakers
- 15–100 A
  (Bolt-on or plug-on chassis)

Short-Circuit Current Ratings (Symmetrical)
- 240 Vac: 10 kA and 22 kA fully rated
- 240 Vac: 22–200 kA series rated

Service
- Three-phase, four-wire 208Y/120 V and 240/120 V delta
- Single-phase, three-wire 120/240 V
- Single-phase, two-wire 120 V
- Three-phase, three-wire 208 V and 240 V

Suitable for service entrance applications when specified.

Mains

For available mains, refer to **Table 22.1-1.**

Main breakers, 100 A, Types BAB and QBH are horizontally mounted, same as branch breakers. All other main breakers are vertically mounted.

Branch Circuits

For available branch devices, refer to **Table 22.1-2.**

Main Lugs Only

The short-circuit rating of the MLO assembled panelboard will be fully rated based upon the lowest rated branch device or may be series rated with an approved upstream device.

Main lugs only ampere ratings: 100, 225, 400 and 600.

Main Circuit Breakers

The short-circuit rating shown is that of the main breaker only. The short-circuit rating of the assembled panelboard is the rating of the lowest fully rated main or branch device or the rating of an approved series rated combination.

Table 22.1-1. Main Circuit Breakers

Breaker Frame Amperes	Breaker Type	Interrupting Rating (kA Symmetrical) at 240 Vac
100	BAB	10
100	QBHW	22
100	EHD	18
150	FDB	18
225	FD, FDE	65
225	HFD, HFDE	100
225	FDC, FDCE	200
225	EDB	22
225	EDS	42
225	ED	65
225	EDH	100
225	EDC	200
250	JD	65
250	HJD	100
250	JDC	200
400	DK	65
400	KD	65
400	HKD	100
400	KDC	200
400	LHH	100
600	LGE	65
600	LGS	85
600	LGH	100
600	LGC	200
600	LGU	200

Table 22.1-2. Branch Circuit Breakers

Breaker Type	Ampere Rating	Number of Poles	Interrupting Rating (kA Symmetrical) 120 Vac	120/240 Vac	240 Vac
BAB, HQP	15–70	1	10	—	—
BAB, HQP	15–100	2	—	10	—
BAB, HQP	15–100	2, 3	—	—	10
BAB-D ①, HQP-D ① BAB-C ①, HQP-B ④	15–60	1, 2	10	10	—
	15–30	1, 2	10	10	—
BABRP ③	15–30	1, 2	10	10	—
BABRSP ③	15–30	1, 2	10	10	—
QBGF, QBGFEP, QPGF, QPGFEP QBGFAF ⑤	15–50 ④	1, 2	10	10	—
	15–60 ④	1, 2	10	10	—
	15–20	1	10	10	—
QBHW	15–70	1	22	—	—
QBHW	15–100	2	—	22	—
QBHW	15–100	2, 3	—	—	22
QBHGF, QBGFEP QPHGF, QPHGFEP QBHCAF ⑤	15–30	1, 2	22	22	—
	15–30	1, 2	22	22	—
	15–20	1	22	22	—

① HID (High Intensity Discharge) rated breaker.
② Switching neutral breaker. Single-pole device requires two-pole space, two-pole device requires three-pole space.
③ Solenoid operated breaker.
④ 50 A is two-pole only.
⑤ Arc fault breaker.

Series Rated Combinations

Refer to series rating tables beginning on **Page 22.0-14** for the approved series rated combinations available for the branch circuit breakers listed in **Table 22.1-2.**

Series Rated Combinations

Table 22.0-8. 240 Vac—Breaker/Breaker—Series Ratings

For single- and two-pole 120/240V rated breakers (BA, BAB, HQP, QBHW, QPHW), see **Table 22.0-7.**
Main devices are shown centered at top, in shaded area. Respective branch devices shown directly below.

Main Breaker Maximum Amperes	Series Equipment Rating – kA Symmetrical							
	18	22	42	65	100			200
100	EHD BAB_H HQP_H	QBHW_H QPHW_H BAB_H HQP_H		GB, GHB BAB_H HQP_H QBHW_H QPHW_H	FB-P BAB_H HQP_H EHD FDB FD			FCL BAB_H HQP_H QBHW_H QPHW_H GB, GHB EHD FD, FDE FDB HFD, HFDE
125					EGH GHB			
150	FDB BAB_H HQP_H							
200					LA-P BAB_H HQP_H QBHW_H QPHW_H EHD FDB FD JD, JDB			
225		EDB HQP_H BAB_H QBHW QPHW	EDS HQP_H BAB_H QBHW QPHW CHH BAB_H	ED BAB_H HQP_H QBHW_H	FD, FDE BAB_H HQP_H QBHW_H QPHW_H EHD ① FDB	EDH, EDC BAB_H HQP_H	HFD, HFDE BAB_H HQP_H QBHW_H QPHW_H GB, GHB EHD FDB FD, FDE	FDC BAB_H HQP_H QBHW_H QPHW_H	FDC GB, GHB EHD FDB FD, FDE HFD, HFDE
250				JD, JDB BAB_H (15–70A) HQP_H (15–70 A) QBHW_H QPHW_H EHD FDB	HJD BAB_H (15–70 A) HQP_H (15–70 A) QBHW_H QPHW_H	HJD GB, GHB EHD FD FDB ED JD, JDB EGS	JDC BAB_H HQP_H QBHW_H QPHW_H		JDC GB, GHB EHD FD, FDE FDB HFD, EDB, EDS ED, HFDE EDH JD, JDB HJD, EGS, EGH

① Valid on two- and three-pole breaker only. Not valid for single-pole.

Table 22.1-6. Type 1 Panelboards—Dimensions in Inches (mm) (Continued)

Panelboard Types	Types and Mounting Position (H) = Horizontal / (V) = Vertical			Maximum Number of Branch Circuits Including Provisions	Box Dimensions ①②③			Catalog Number			
	Main Breaker	Sub-Feed Breaker	Dual Sub-Feed Breaker		Height	Width	Depth	YS Box	LT Trim	EZ Box	EZ Trim
225 A (Continued)											
Main lugs with 225 A through-feed lugs or sub-feed breaker ④	—	EDB, EDS, ED, EDH, EDC, HFD, FDC, FDE, HFDE, FDCE (V)	—	18	36.00 (914.4)	20.00 (508.0)	5.75 (146.1)	YS2036	LT2036S or F	EZB2036R	EZT2036S or F
			—	30	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
			—	42	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
			—	48	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
			—	54	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
			—	60	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
			—	72	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
			—	84	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
Main breaker with 225 A through-feed lugs or sub-feed breaker ④	EDB, EDS, ED, EDH, EDC, FD, HFD, FDC, HFDE, FDCE (V)	EDB, EDS, ED, EDH, EDC, FD, HFD, FDC, FDE, HFDE, FDCE (V)	—	18	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
			—	30	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
			—	42	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
			—	48	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
			—	54	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
			—	60	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
			—	72	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
Main lugs with 225 A dual sub-feed breaker ⑤	—	—	EDB, EDS, ED, EDH, EDC, FD, HFD, FDC, FDE, HFDE, FDCE (V)	18	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
				30	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
				42	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
				48	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
				54	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
				60	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
				72	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F
				84	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F
Main breaker with 225 A dual sub-feed breakers ⑤	EDB, EDS, ED, EDH, EDC, FD, HFD, FDC, FDE, HFDE, FDCE (V)	—	EDB, EDS, ED, EDH, EDC, FD, HFD, FDC, FDE, HFDE, FDCE (V)	18	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
				30	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
				42	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
				48	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
				54	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
400 A											
Main lugs	—	—	—	18	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
	—	—	—	30	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
	—	—	—	42	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
	—	—	—	48	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
	—	—	—	54	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
	—	—	—	60	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
	—	—	—	72	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
	—	—	—	84	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F
Main breaker	DK, KD, HKD, KDC, LHH (V)	—	—	18	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
		—	—	30	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
		—	—	42	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
		—	—	48	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
		—	—	54	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
		—	—	60	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
		—	—	72	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F
		—	—	84	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F
Main lugs with through-feed lugs	—	—	—	18	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
	—	—	—	30	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
	—	—	—	42	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
	—	—	—	48	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
	—	—	—	54	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
	—	—	—	60	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
	—	—	—	72	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F
	—	—	—	84	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F

① Smaller panelboard box sizes are available if required. Contact Eaton for application information.
② Add 8.00 inches (203.2 mm) for SPD.
③ 28.00 inches (711.2 mm) optional width is available for panelboards with high circuit counts.
④ JD, HJD, JDC is same space requirement as 400 A DK, HKD, KDC.

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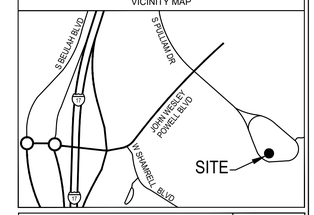
400A DISTRIBUTION PANELBOARD CUT SHEET
NO SCALE

TAKE CHARGE
CITY OF FLAGSTAFF
PULLIAM AIRPORT
6200 S PULLIAM DR, FLAGSTAFF
WA587196

C2 GROUP
8310 MIRAMAR MALL, SUITE A
SAN DIEGO, CA 92121
(619) 880-9797

R1.2 REFERENCE DRAWING

VICINITY MAP



T 20N	R 07 E	Sec 05	SE 1/4	MAP#

CONTACT: JASON PAQUETTE	
PHONE: 619-518-1101	PGR/MOBILE:
INSPECTOR: JEFF TURNER	
PHONE: 928-581-9754	PGR/MOBILE:

NO.	DATE	DESCRIPTION	BY

TAKE CHARGE [43.2KW, 240V AND 1-PHASE]
CITY OF FLAGSTAFF PULLIAM AIRPORT
6200 S PULLIAM DRIVE
FINAL ENGINEERING

aps

WO#: WA587196	DATE: 03/25/21
BY: PS	SCALE: AS NOTED
APS DWG #: APS EDMS DWG NO.	VENDOR #: **R1.2**

STAMP LOCATION

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
69617
HENRY
PEREZ
Date Signed
ARIZONA, U.S.A.

EXPIRES: 9-30-2022

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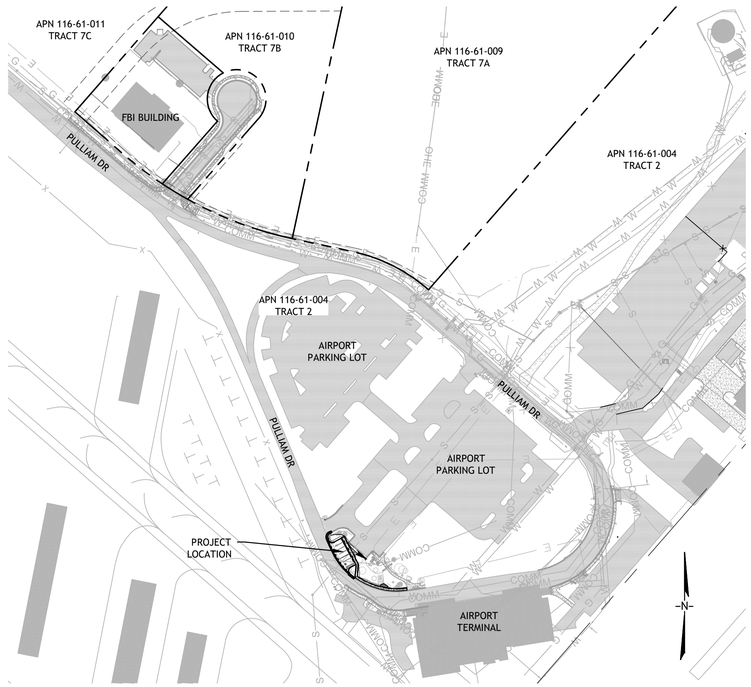
PULLIAM AIRPORT
ELECTRIC VEHICLE PARKING

FLAGSTAFF, AZ

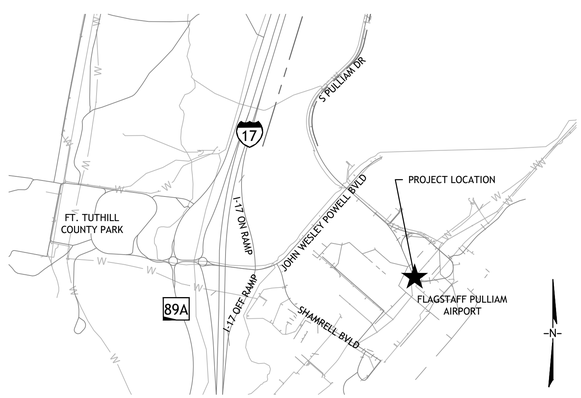
T20N, R7E, SE CORNER OF SE QUARTER SECTION OF SECTION 5

CIVIL IMPROVEMENTS SHEET INDEX

C1.0	COVER SHEET
C1.1	NOTES & LEGEND
C1.2	DETAILS
C2.0	CIVIL IMPROVEMENTS & GRADING PLAN



AREA MAP
N.T.S.



VICINITY MAP
SCALE 1:1000

OWNER
CITY OF FLAGSTAFF
211 W Aspen Ave.
Flagstaff, AZ 86001
Contact: Adam Miele, P.E.
Phone: 928-213-2108

CIVIL ENGINEER
Peak Engineering,Inc.
201 E Birch Ave, Suite 3
Flagstaff, AZ 86001
Contact: Sam Heffelfinger, P.E.
Phone: (928) 774-4046

CITY OF FLAGSTAFF APPROVALS

THE CITY OF FLAGSTAFF APPROVES THESE PLANS FOR CONCEPT ONLY AND SHALL NOT BE LIABLE FOR ERRORS OR OMISSIONS OF THE DESIGN ENGINEER.

City Engineer _____ DATE

City Public Works Director _____ DATE

Water Services Director _____ DATE

UTILITY ACKNOWLEDGEMENTS

Approval Letter
CENTURY LINK _____ DATE

Approval Letter
UniSource Energy _____ DATE

Approval Letter
APS _____ DATE

Approval Letter
SUDDENLINK _____ DATE

Approval Letter
AT&T _____ DATE

FINAL 1 PLANS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

201 E. Birch Ave., Suite 3
Flagstaff, AZ 86001
(928) 774-4046

Peak ENGINEERING, INC.
Connecting Place to People

Professional Engineer (Civil) CERTIFICATE NO. 60461 SAM A. HEFFELFINGER STATE OF ARIZONA

CITY OF FLAGSTAFF
PULLIAM AIRPORT ELECTRIC VEHICLE (EV) PARKING
COVER
COF PROJECT NO. ARO883P-A

JOB NO:21COF01	BY:MRB
DATE: MAY 2021	CHECKED:SAH

C1.0

ENGINEER'S GENERAL NOTES

The work shall be done in accordance with the most current edition(s) of the following specifications and these plans.

- City of Flagstaff (COF) Engineering Design & Construction Standards
- Maricopa Association of Governments (MAG): Uniform Standard Specifications & Standard Details for Public Works Construction
- Manual on Uniform Traffic Control Devices (MUTCD)
- Arizona Department of Transportation Standard Specifications for Road and Bridge Construction

It is the Contractor's responsibility to obtain copies of the above Standards, Specifications and Details as well as all other standards and specifications referenced by or necessary for interpreting these plans. The Contractor is not relieved of responsibility for making complete and accurate on-site determinations of the locations of all utilities, structures and field conditions, which may affect the progress of the work.

PERMITS. The Contractor is responsible for determining what permits are required for the work and obtaining, at his own expense, the permits required unless otherwise noted in the Special Provisions. Permitting includes compliance with the Arizona Department of Environmental Quality (ADEQ) Arizona Pollutant Discharge Elimination System (AZPDES) Construction General Permit. The Contractor is responsible for filing a Notice of Intent (NOI) and Notice of Termination (NOT) in accordance with AZPDES requirements.

UTILITIES. Underground utilities shown are approximate and were determined from field measurements, construction plans, record plans, or utility maps furnished by others. The Contractor is responsible for determining the actual locations of all underground lines that may affect the work. The Contractor is responsible for notifying appropriate utility companies prior to construction commencing. The number to call is 1-800-STAKE-IT. The Contractor shall allow 2 working days after Blue Stake is notified before starting any excavation work in the proximity of buried utilities. Where the plans call for connecting new structures to existing underground pipes or structures, the Contractor is responsible for determining the exact sizes, types and locations of existing underground improvements and furnishing the materials necessary for making the required connections. At least 48 hours prior notice is required before disrupting utility service to make connections. The notice must include the exact time of disruption and the expected duration of loss of service.

QUANTITIES. The quantities shown are approximate and do not necessarily reflect bid schedule items. The Contractor is responsible for independently estimating work quantities prior to bidding. Payment will be based on bid schedule items.

TRAFFIC CONTROL. The Contractor is responsible for providing any necessary traffic control devices for vehicle, bicycle and pedestrian traffic affected by the construction.

STORMWATER MANAGEMENT. Adequate drainage, erosion and sediment control measures, best management practices (BMPs), and/or other stormwater management facilities shall be provided and maintained at all times during construction. The Contractor is responsible for damages to adjacent property and/or the construction site caused by his or her failure to provide and maintain adequate drainage and erosion/sediment control for the construction area.

Refer to the AZPDES Construction General Permit and ADEQ website for guidance, BMPs and reporting requirements: http://www.azdeq.gov/node/524

CITY OF FLAGSTAFF GENERAL NOTES

1. Approval of these plans by the City Engineer is for a one year period, subsequent to the date of approval. If construction work is not started within the one (1) year period, or has been discontinued for any reason for longer than one (1) year, the plans shall be resubmitted for review and re-approval.
2. Plan review by the City does not extend to material quantities shown on the plans.
3. A public works permit, issued by the City, is required for all work in City rights-of-way or easements and for construction of any improvements intended to become public property.
4. The City shall be notified twenty-four (24) hours prior to beginning different phases of construction so that City Inspectors may be scheduled.
5. All materials and workmanship shall comply with Title 13, Engineering Design Standards and Specifications for New Infrastructure, current "MAG Uniform Standard Specifications and Details for Public Works Construction,"the City of Flagstaff Stormwater Design Manual, and with generally accepted engineering design and construction practice. All work and materials, which do not conform to the standards and specifications, are subject to removal and replacement at the contractor's expense. The contractor is responsible for reviewing Chapter 13-21, which makes minor modifications to certain MAG Specifications and details.
6. Any work performed without the knowledge and approval of the City Engineer or his authorized representative is subject to removal and replacement at the contractor's expense.
7. The City Engineer or his authorized representative may suspend the work by written notice when, in his judgment, progress is unsatisfactory, work being done is unauthorized or defective, weather conditions are unsuitable, or there is danger to the public health or safety.
8. The City Engineer may order any or all materials used in the work to be tested according to the American Association of State Highway and Transportation Officials (AASHTO) and the American Society for Testing and Materials (ASTM) Standards. The Contractor shall, at his expense, supply all samples required for testing.
9. Access that meets Section 13-13-004-0001, Fire Access, shall be in place and approved before and at all times during onsite combustible construction and/or prior to issuance of building permits in new subdivisions. Fire Department and Engineering Section approval is required for obstruction of access or water system shutdown.
10. The contractor shall be responsible for maintenance of the streets and of partially completed portions of the work until final acceptance of the work. The contractor shall submit to the City Engineer for approval a construction schedule for any streets required to be closed or partially closed for the construction activity. The contractor shall reopen the streets no later than the opening date shown on the construction schedule or upon order of the City Engineer. The regulation and control of construction traffic shall be as directed by the City Engineer or his authorized representative.
11. Approval of a portion of the work in progress does not guarantee its final acceptance. Testing and evaluation may continue until written final acceptance of a complete workable unit. Any defects which appear in the work within one (1) year from the date of acceptance and which are due to improper workmanship or inferior materials supplied shall be corrected by or at the expense of the owner/developer or the contractor.
12. Acceptance of completed public improvements will not be given until defective or unauthorized work is removed, and final clean-up is complete.
13. Location of underground utilities before work is begun is to be accomplished in accordance with A.R.S. Section 40-360.22.
14. If work is done on private property in relation to a project constructed under these standards, the contractor will provide the City with written authorization from the property owner to do so.
15. The establishment and use of temporary construction yards shall conform to the current City zoning code standards for temporary uses.
16. All excavated material shall be disposed of in accordance with applicable City codes and regulations. The contractor shall obtain all required City approvals and permits as deemed necessary by the City to dispose of excavated material.
17. All construction staking shall be the responsibility of the contractor/developer and performed under the direct supervision of a registered land surveyor or civil engineer.
18. All traffic sign sheeting shall be Type VIII as designed by ASTM D4956-07e1 Standard Specifications for Retroreflective Sheeting for Traffic Control, unless specified otherwise on the construction plans.
19. When the construction plans specify graffiti control on bridges or other structures, the contractor shall seal the structure first using Monochem Aquaseal ME 12 and then apply Monochem Permashield, Sacrificial Graffiti Control System (or approved equal).
20. All areas disturbed during construction shall be stabilized and reseeded in accordance with Chapter 13-17. In the event that the construction activity disturbs more than one (1) acre, a stormwater pollution prevention plan (SWPPP) shall be prepared in order to obtain a construction general permit from ADEQ. (Ord. 2017-22, Rep&ReEn, 07/05/2017)
21. All survey monuments within or around the construction area shall be protected in place. Any monuments that are disturbed by construction shall be reset by the RLS at the contractor's expense in accordance with City of Flagstaff Engineering Standards section 13-03-005-0004 and A.R.S. 33-103.

CITY OF FLAGSTAFF WATER & SEWER NOTES

All design, construction, testing and inspection shall conform to the ADEQ requirements: water distribution in accordance with Bulletins 10 and 8, and sewer collection in accordance with AAC Title 18. In the event the ADEQ requirements conflict with these standards, the more restrictive shall apply.

A. Rough grading shall be completed within one-tenth (1/10) of a foot of plan grade and approved by the City Engineer's authorized representatives prior to installation of underground utilities.
B. No trench shall be filled with bedding material or backfill until the excavation and pipe laying, respectively, have been approved by the City Engineer's authorized representative.
C. A water pressure test is required of all water lines and a hydrostatic or air test is required of all sewer lines and manholes. Tests are to be conducted after backfilling is complete and compacted on all public and/or private underground utilities.
D. Water and sewer service lines are to be marked as shown on the standard service details.
E. Water line disinfection is to be accomplished as outlined in Arizona Department of Environmental Quality (ADEQ) "Bulletin No. 8."
F. Water pipe classification shall be Class 305 for A.W.W.A. C-900 PVC and Class 350 for ductile iron unless otherwise approved by the City Engineer. C-900 shall conform to cast-iron-equivalent outside diameter and have elastromeric gaskets and couplings. All ductile iron pipe shall be polyethylene encased in accordance with MAG Specifications.
G. All materials that come into contact with drinking water shall conform to NSF Standard 61 including, but not limited to, gaskets, lubricants, pipe fittings, and valves (NSF-pw seal) (R18-4-119B).
H. All public sanitary sewer lines and private sewer service lines within a public utility easement or right-of-way will be inspected prior to acceptance by the City.
I. Water and sewer mains shall be separated in order to protect public water systems from possible contamination. All distances are measured perpendicularly from the outside of the sewer main to the outside of the water main. Separation requirements are as follows:
   1. A water main shall not be placed:
      a. Within six (6) feet, horizontal distance, and less than two (2) feet, vertical distance, above the top of a sewer main unless extra protection is provided. Extra protection shall consist of constructing the sewer main with mechanical joint ductile iron pipe or with slip-joint ductile iron pipe if joint restraint is provided. Alternate extra protection shall consist of encasing both the water and sewer mains in at least six (6) inches of concrete for at least ten (10) feet beyond the area covered by this subsection.
      b. Within two (2) feet horizontally and two (2) feet below the sewer main. When a water main is placed below a sewer main, extra protection is always required regardless of the vertical separation.
   2. No water pipe shall pass through or come into contact with any part of a sewer manhole. The minimum horizontal separation between water mains and manholes shall be six (6)feet, measured from the center of the manhole.
   3. The minimum separation between force mains or pressure sewers and water mains shall be two (2) feet vertically and six (6) feet horizontally under all conditions. Where a sewer force main crosses above or less than six (6) feet below a water line, the sewer mains shall be encased in at least six (6) inches of concrete or constructed using mechanical joint ductile iron pipe for ten (10) feet on either side of the water main.
   4. Even when extra protection is utilized, the minimum clearance between water and sewer shall be one (1) foot.
   5. The separation requirements do not apply to building, plumbing, or individual house service connections.
J. When hydrostatic testing is performed, sewer lines shall be tested for infiltration/exfiltration in accordance with ADEQ Engineering Bulletin No. 11. Manholes shall be tested by filling the manhole with water. The applicant shall ensure that the drop in water level does not exceed one-thousandth (0.001) of the total manhole volume in one (1) hour.

   When air testing is performed, sewer lines shall be tested in accordance with ASTM F1417-92. Manholes shall be tested in accordance with ASTM C1244.
K. Sewer pipe shall be SDR 35, ASTM D3034 for PVC pipe, or Class 150 DIP lined with Protecto 401 ceramic epoxy or HDPE ASTM F894. All ductile iron pipelines shall be polyethylene encased in accordance with MAG Specifications. Special design considerations may require a igher class rating of DIP.
L. No water settling of trench fill material is allowed.
M. All water and sewer design and construction shall conform to the current Arizona Department of Environmental Quality (ADEQ) requirements. When ADEQ requirements are in conflict with these standards, the more restrictive shall apply.
N. Tracer wires and tapes shall be installed prior to testing the water or sewer main as required by Section 13-09-001-0002. (Strip wire two (2) inches at termination of the service.)
O. Water valves shall be adjusted in accordance with City of Flagstaff Engineering Detail No. 9-03-060 and manholes shall be adjusted in accordance with City of Flagstaff Engineering Detail No. 9-03-062.
P. One hundred percent (100%) of the sewer line shall be tested for uniform slope by remote camera and tested for short-term deflection.
   1. When a sewer service is required to be abandoned, it shall be abandoned at the property line and capped using the appropriate materials (PVC, clay, or concrete).
   2. When an existing water service is required to be abandoned, it shall be abandoned at the main. The saddle and corp. stop shall be removed and the main clamped with an approved full circle repair clamp.
Q. The location of water services shall be identified by branding a "W" on the top or face of curb.
R. Sewer service locations shall be identified by branding an "S" on the top or face of the curb. (Ord. 2017-22, Rep&ReEn, 7/05/2017)

CITY OF FLAGSTAFF PAVING NOTES

A. Exact point of matching termination and overlay, if necessary, shall be determined in the field by the City Engineer or his authorized representative. When a longitudinal joint associated with a trench path, pavement matchup or other occurs on a street that includes a bike lane, the joint shall be located outside the bike lane.
B. No job will be considered complete until:
   1. All curbs, pavements, sidewalks, catch basins, storm drains, and manholes have been cleaned of all dirt and debris;
   2. Survey monuments are installed and stamped; and
   3. All frames, covers, and valve boxes are adjusted to grade.
C. No paving construction shall be started until all utility lines are completed and approved under proposed paved areas.
D. Base course will not be placed until subgrade has been approved by the City Engineer or his authorized representative.
E. The location of all water valves, fire hydrants, and manholes must at all times during construction be referenced and made accessible to the City.
F. Utility facilities in conflict with this work will be relocated by the permittee or the utility owner. This activity shall be coordinated with the owner of the utility to prevent any unnecessary interruption of service to existing customers.
G. Existing street name signs, traffic signs and devices associated with the project shall be maintained during construction and relocated by the contractor as shown on the approved plans.
H. Any changes or additions to pavement markings caused by pavement overlay, chip seal, or installation of underground facilities shall be shown on the approved plans.
I. On projects where the contractor causes excessive damage to an existing paved street or there are multiple street cuts (maximum of four (4) in five hundred (500) feet) an asphalt overlay shall be required.
J. A prime coat is not required unless so specified in the soils and pavement report and/or shown on the plans.
K. All curb and gutter, sidewalk, driveways, and sidewalk ramps shall be constructed on a minimum three (3) inches of aggregate base course (ABC). The ABC shall be constructed in accordance with MAG Section 310, and shall be compacted to ninety-five percent (95%) relative density. All precast structures such as manhole bases, catch basins, and box culverts shall be constructed on a minimum of three (3) inches of ABC.
L. Permanent Pavement Markings.
   1. Longitudinal pavement markings shall be installed in accordance with Section 13-16-006-0001.
   2. Transverse pavement markings such as stop bars, crosswalks, arrows, and legends shall be installed in accordance with Section 13-16-006-0002.
M. Temporary Pavement Markings.
   1. Temporary pavement markings, when approved, shall be installed in accordance with Sections 13-16-006-0001 and 13-16-006-0002.

NOTES:
   1. The use of temporary markings is strongly discouraged and may only be used with prior approval. When it is used, the contractor must be available to restripe as needed until the permanent markings can be installed.
   2. When it is impracticable for the contractor to provide permanent markings, the City Public Works Department may install the markings on behalf of the contract provided the fee for the work is agreed upon and paid for in advance.
N. The maximum thickness of a single lift of pavement shall be four (4) inches. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

ABBREVIATIONS

AC	ASPHALTIC CONCRETE PAVEMENT
ACP	ASBESTOS CEMENT PIPE
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION
APN	ASSESSORS PARCEL NUMBER
BC	TOP BACK OF CURB
BO	BLOW-OFF
BP	BEGIN POINT ALIGNMENT
BR	BOTTOM OF RAMP
BS	BOTTOM OF STAIR
BW	BOTTOM OF WALL
C&G	CURB & GUTTER
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
COF	CITY OF FLAGSTAFF
COMM	COMMERCIAL
D/W	DRIVEWAY
E	EASTING
EG	EXISTING GRADE
EL - ELEV	ELEVATION
EP	END POINT ALIGNMENT
EX	EXISTING
FC	FACE OF CURB
FFE	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
GB	GRADE BREAK
HDPE	HIGH DENSITY POLYETHYLENE
INV	INVERT
LEN	LENGTH
LPS	LOW PRESSURE SODIUM
LT - L	LEFT
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
MAX	MAXIMUM
MB	MAIL BOX
ME	MATCH EXISTING
MIN	MINIMUM
MP	MID POINT (CURVE)
N	NORTHING
NA	NOT APPLICABLE
OFS	OFFSET
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCCP	PORTLAND CEMENT CONCRETE PAVEMENT
PRC	POINT OF REVERSE CURVATURE
PRV	PRESSURE RELIEF VALVE
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
RAD - R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RES	RESIDENTIAL
ROW - R/W	RIGHT OF WAY
RT - R	RIGHT
S	SIGN
SD	STORM DRAIN
SRP	SPIRAL RIBBED PIPE
SS	SANITARY SEWER
STA	STATION
SW	SIDEWALK
TC	TOP OF CURB
TR	TOP OF RAMP
TS	TOP OF STAIR
TW	TOP OF WALL
WL	WATER LINE
WM	WATER METER
WV	WATER VALVE

LEGEND

EXISTING	PROPOSED
	MAJOR CONTOUR
	MINOR CONTOUR
	PARCEL
	RIGHT-OF-WAY
	CENTER
	EASEMENT
W	WATER LINE
S	SEWER LINE
G	GAS LINE
E	ELECTRIC LINE
COMM	COMMUNICATION LINE
	STORMDRAIN/CULVERT
	FLOWLINE
	FENCE
	CONDUIT
	TREE (APPROXIMATE LOCATION)
	WATER VALVE
	FIRE HYDRANT
S	SEWER MANHOLE
	SEWER CLEANOUT
	GAS VALVE
T S	ELECTRICAL CABINET
	LIGHT POLE
TS PD	COMMUNICATION RISER
SD	STORM DRAIN MANHOLE
	CATCH BASIN
	BOLLARD/POST
	SIGN
	SURVEY CONTROL
	EV CHARGING STATION
	ASPHALT
	CONCRETE
	LANDSCAPE
	DETECTIBLE WARNING

QUANTITY SUMMARY

NOTE	DESCRIPTION	QTY	UNITS
REMOVALS			
1	Remove and dispose asphalt	20	SY
3	Remove and dispose of curb & gutter	5	LF
10	Remove and dispose of fence	100	LF
15	Salvage sign, remove and dispose of post & footing	2	EA
80	Remove and dispose of tree	1	EA
81	Remove and stump & rootball	1	EA
90	Clear & grub	1	LS
ADJUSTMENTS			
110	Install salvaged sign on new post	2	EA
NEW CONSTRUCTION			
201	AC pavement section	20	SY
205	Concerete pavement section	1170	SF
210	Concerete sidewalk section	1030	SF
220	Type A Curb and gutter	30	LF
221	Type A single curb H=6"	50	LF
222	Type A single curb H=0"	51	LF
225	Curb termination	2	EA
231	Curb cut	1	
240	ADA Striping and signage	1	EA
245	Parking bumper	4	EA
250	Lane striping	1	LS
261	Riprap	90	SF
MISCELLANEOUS			
810	EV charging station	3	EA
850	Straw wattles	30	LF

FINAL 1 PLANS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

201 E. Birch Ave., Suite 3
Flagstaff, AZ 86001
(928) 774-4046
Peak ENGINEERING, INC.
Connecting Place to People

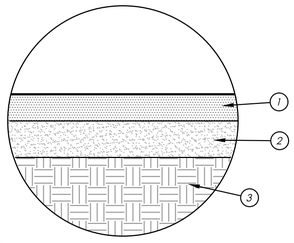
Registered Professional Engineer (Civil) CERTIFICATE NO. 60461 SAM A. HEFFELFINGER DATE SIGNED 5/18/21 ARIZONA U.S.A.

CITY OF FLAGSTAFF
PULLIAM AIRPORT ELECTRIC VEHICLE (EV) PARKING
NOTES & LEGEND
COF PROJECT NO. ARO883P-A

JOB NO:21COF01	BY:MRB
DATE: MAY 2021	CHECKED:SAH

C1.1

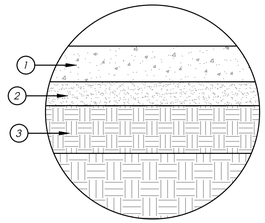
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NOTES
1. 4" THICK ¾" MIX ASPHALTIC CONCRETE.
2. 8" THICK ABC PER MAG SPEC. 702 AND THE COF REVISIONS TO MAG UNIFORM DETAILS AND SPECS. 100% COMPACTION. MOISTURE CONDITIONED TO OPTIMUM ±3% PER GEOTECHNICAL STUDY.
3. NATIVE SUBGRADE SCARIFIED TO A MIN. DEPTH OF 12", MOISTURE CONDITIONED TO OPTIMUM -1% TO +3% PER MAG SPEC. 301 & THE GEOTECHNICAL STUDY. 95% COMPACTION.

SEE GEOTECHNICAL STUDY PERFORMED BY SAECO PROJECT NUMBER 44.19.2160, DATED DECEMBER 19, 2019.

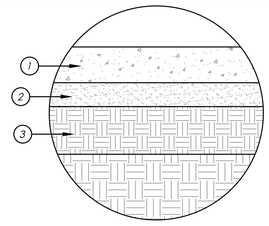
A1 / C1.2 **ASPHALT SECTION**
NOT TO SCALE



*KEYNOTES STANDARD
1. 8" PORTLAND CEMENT CONCRETE CLASS A, CONTAINING 5 to 7% AIR ENTRAINMENT, AND CONFORMING TO APPLICABLE REQUIREMENTS OF SECTION 725. PER MAG SPEC. 340 AND COF ADDENDUM TO MAG.
2. 4" AGGREGATE BASE COURSE PER MAG SPEC 310 AND 702. COMPACTED TO 100%. MOISTURE CONDITIONED TO OPTIMUM ±3% PER THE GEOTECHNICAL STUDY.
3. NATIVE SUBGRADE SCARIFIED TO A MIN. DEPTH OF 12", MOISTURE CONDITIONED TO OPTIMUM -1% TO +3% PER MAG SPEC. 301 & THE GEOTECHNICAL STUDY. 95% COMPACTION.

SEE GEOTECHNICAL STUDY PERFORMED BY SAECO PROJECT NUMBER 44.19.2160, DATED DECEMBER 19, 2019.

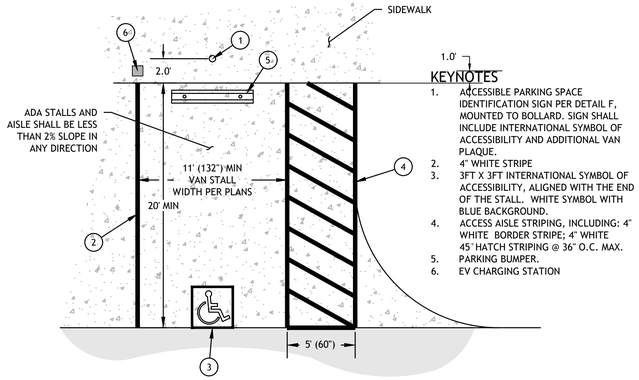
A2 / C1.2 **CONCRETE PAVEMENT SECTION**
NOT TO SCALE



*KEYNOTES STANDARD
1. 4" PORTLAND CEMENT CONCRETE CLASS A, CONTAINING 5 to 7% AIR ENTRAINMENT, AND CONFORMING TO APPLICABLE REQUIREMENTS OF SECTION S725. PER MAG SPEC. 340 AND COF ADDENDUM TO MAG.
2. 3" AGGREGATE BASE COURSE PER MAG SPEC 310 AND 702 (OR RECYCLED CRUSHED ASPHALT PER MAG SPEC 709). COMPACTED TO 100%.
3. NATIVE SUBGRADE SCARIFIED TO A MIN. DEPTH OF 8", MOISTURE CONDITIONED TO OPTIMUM TO ±2% OF OPTIMUM PER MAG SPEC. 301. 95% COMPACTION.

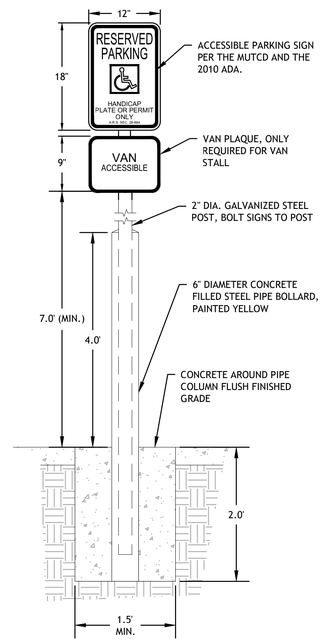
AWAITING GEOTECHNICAL INVESTIGATION

A3 / C1.2 **CONCRETE SIDEWALK SECTION**
NOT TO SCALE

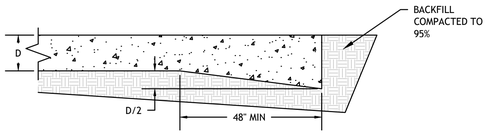


KEYNOTES
1. ACCESSIBLE PARKING SPACE IDENTIFICATION SIGN PER DETAIL F, MOUNTED TO BOLLARD. SIGN SHALL INCLUDE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND ADDITIONAL VAN PLAQUE.
2. 4" WHITE STRIPE
3. 3FT X 3FT INTERNATIONAL SYMBOL OF ACCESSIBILITY, ALIGNED WITH THE END OF THE STALL. WHITE SYMBOL WITH BLUE BACKGROUND.
4. ACCESS AISLE STRIPING, INCLUDING: 4" WHITE BORDER STRIPE; 4" WHITE 45° HATCH STRIPING @ 36" O.C. MAX.
5. PARKING BUMPER.
6. EV CHARGING STATION

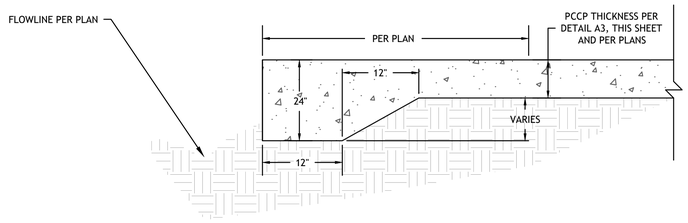
A4 / C1.2 **ADA PARKING STALL STRIPING**
NOT TO SCALE



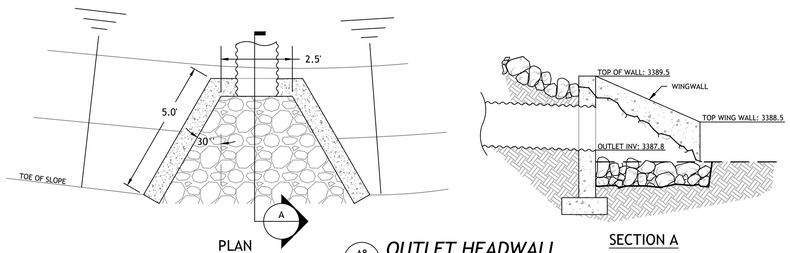
A5 / C1.2 **ADA PARKING SIGN AND BASE**
NOT TO SCALE



A6 / C1.2 **CONCRETE THICKENED EDGE**
NOT TO SCALE



A7 / C1.2 **CONCRETE TURNDOWN**
NOT TO SCALE



PLAN

SECTION A

A8 / C1.2 **OUTLET HEADWALL**
NOT TO SCALE

FINAL 1 PLANS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

201 E. Birch Ave., Suite 3
Flagstaff, AZ 86001
(928) 774-4046

Peak ENGINEERING, INC.
Connecting Place to People

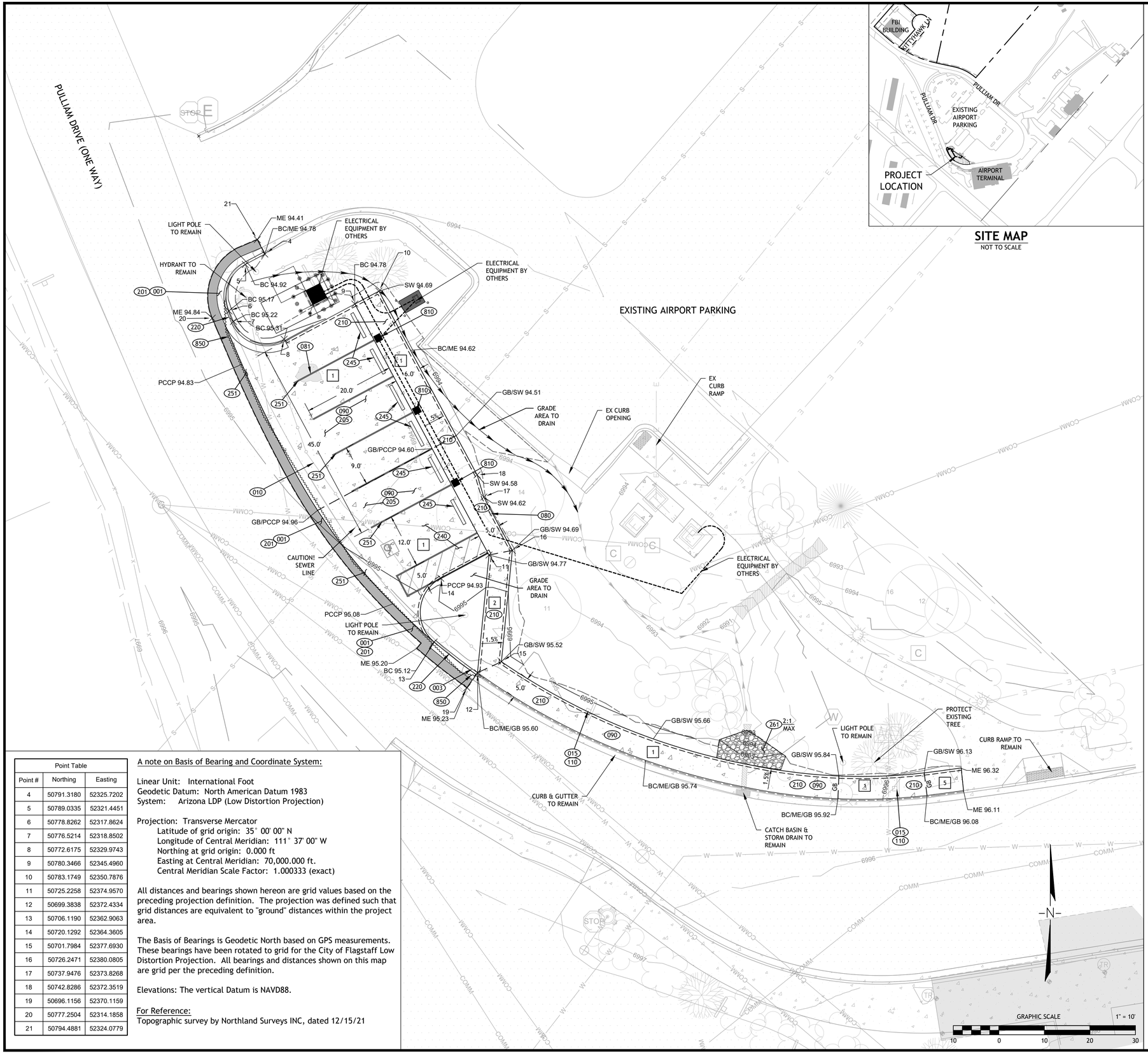
CERTIFICATE NO. 60461 SAM A. HEFFELFINGER — Registered Professional Engineer (Civil) — STATE OF ARIZONA

CITY OF FLAGSTAFF
PULLIAM AIRPORT ELECTRIC VEHICLE (EV) PARKING
DETAILS
COF PROJECT NO. ARO883P-A

JOB NO:21COF01 | BY:MRB
DATE: MAY 2021 | CHECKED:SAH

C1.2

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SITE MAP
NOT TO SCALE

Point Table		
Point #	Northing	Easting
4	50791.3180	52325.7202
5	50789.0335	52321.4451
6	50778.8262	52317.8624
7	50776.5214	52318.8502
8	50772.6175	52329.9743
9	50780.3466	52345.4960
10	50783.1749	52350.7876
11	50725.2258	52374.9570
12	50699.3838	52372.4334
13	50706.1190	52362.9063
14	50720.1292	52364.3605
15	50701.7984	52377.6930
16	50726.2471	52380.0805
17	50737.9476	52373.8268
18	50742.8286	52372.3519
19	50696.1156	52370.1159
20	50777.2504	52314.1858
21	50794.4881	52324.0779

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35° 00' 00" N
Longitude of Central Meridian: 111° 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These bearings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

Elevations: The vertical Datum is NAVD88.

For Reference:
Topographic survey by Northland Surveys INC, dated 12/15/21

CONSTRUCTION NOTES (#)

REMOVALS (000)

001 20 SY
Remove and dispose asphalt. Sawcut asphalt at a clean line.

003 5 LF
Remove and dispose curb & gutter. Sawcut or remove at nearest joint.

010 100 LF
Relocate temp fencing, coordinate with COF PM for final location.

015 2EA
Salvage sign. Remove and dispose of sign post and footing.

080 1 EA
Remove and dispose of tree, stump and rootball.

081 1 EA
Remove and dispose of stump and rootball.

090 1 LS
Clear and grub. Includes trees <12" DBH.

ADJUSTMENTS (100)

110 2 EA
Reinstall salvaged sign to location shown on new post.

NEW CONSTRUCTION (200)

201 20 SY
4"AC/8"ABC pavement section per Detail A1, Sheet C1.2 or match existing thickness, whichever is greater.

205 1170 SF
8"PCCP/4"ABC pavement section per Detail A2, Sheet C1.2. Free edges to have turn down edge per Detail A7, Sheet C1.2.

210 1030 SF
4"PCC/3"ABC sidewalk section per Detail A3, Sheet C1.2. Width per plan. Free edges to have turn down edge per Detail A7, Sheet C1.2.

220 30 LF
Type 'A' curb & gutter on 3"ABC per MAG Standard Detail 220.

221 50 LF
Type 'A' single curb on 3"ABC per MAG Standard Detail 222.

222 51 LF
Type 'A' single curb on 3" ABC per MAG Standard Detail 222, modified to be flush H=0".

225 2 EA
Curb termination per MAG Standard Detail 222.

240 1 EA
ADA Van Stall signage and striping per Detail A4, Sheet C1.2.

245 6 EA
Parking bumper per MAG Standard Detail 150.

250 1 LS
6" wide solid stripe per COF Engineering Detail 16-06-010.

251 1 LS
4" wide parking stall striping.

261 90 SF
D50 hand placed riprap per Detail A8, Sheet C1.2.

MISCELLANEOUS (800)

810 3 EA
EV charging station by others.

850 100 LF
Straw waddles per Detail ES3, Sheet C1.2.

NOTES:
1. ADD 6900 TO SPOT ELEVATIONS SHOWN FOR ACTUAL ELEVATIONS.
2. UNDERGROUND UTILITIES SHOWN ARE BASED ON GIS.

GENERAL SLOPE AND GRADING NOTES (#)

The following notes are intended to provide general grading direction for areas that were not surveyed, or to communicate intent in areas that were surveyed. For areas that were surveyed actual elevations should be based on spot elevations shown. Slopes are shown for the contractor's reference, but should not be used for construction. Existing ground (EG) elevations are also shown for reference where applicable.

1. **Landing area** as defined by the 2010 ADA and the 2009 IBC. All slopes shall be less than 1V:48H (2%) in any direction.
2. **Sloping sidewalk.** Running slope shall be less than 1V:20H (5%), cross slope shall be less than 1V:48V (2%).
3. **Curb ramp.** Running slope shall be less than 1V:12H (8.33%), cross slope shall be less than 1V:48V (2%). Maximum rise shall be 6 inches or less.
4. **Ramp.** Running slope shall be less than 1V:12H (8.33%), cross slope shall be less than 1V:48V (2%). Maximum rise shall be 30 inches or less. Handrails are required on both sides of the ramp.
5. **Transition match-up slab.** Concrete transition from ADA compliant to existing grades, typically one full square of concrete unless other dimensions are shown on the plans.
6. **Stairs** shall have a landing at the top and bottom of each stairway complying with bullet 1 above. The width of landings shall not be less than the width of stairways they serve. Every landing shall have a minimum dimension measured in the direction of travel equal to the width of the stairway. Such dimension need not exceed 48 inches where the stairway has a straight run.
7. **Doorway threshold note:** The Contractor shall use caution during demolition and replacement of concrete at doorway thresholds. Prior to construction contractor shall investigate doorway threshold and adjacent slab within 10-ft of the entry to determine the existence of unusual concrete configurations including but not limited to utility tunnels, vaults, and concrete turndowns. If exterior concrete at the doorway is poured integral to building slab, contractor shall use care when removing in order to not damage the building slab, door, and threshold. The contractor is responsible for repair and/or replacement of any damage to the building, building slab, doorway, and threshold during construction activities.

FINAL 1 PLANS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

201 E. Birch Ave., Suite 3
Flagstaff, AZ 86001
(928) 774-4046
Peak ENGINEERING, INC.
Connecting Place to People

REGISTERED PROFESSIONAL ENGINEER (Civil) CERTIFICATE NO. 60461 SAM A. HEFFELFINGER DATE SIGNED 5/18/21 ARIZONA U.S.A.

CITY OF FLAGSTAFF
PULLIAM AIRPORT ELECTRIC VEHICLE (EV) PARKING
CIVIL IMPROVEMENTS & GRADING PLAN
COF PROJECT NO. ARO883P-A

JOB NO:21COF01	BY:MRB
DATE: MAY 2021	CHECKED:SAH

C2.0

CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION
Design-Build OR CMAR Contracts

PROJECT NO. _____ **PROJECT NAME:** Pulliam Airport Long-Term Parking (GMP2)

FILE NO. _____ **Project Manager:** Adam Miele

CONTRACTOR/CONSULTANT: Eagle Mountain Construction

PROJECT DESCRIPTION:
The construction of a long-term parking lot in a currently undeveloped parcel, the incorporation of a pedestrian walkway from the new parking lot to the airport terminal and minor roadway widening with an incorporation of a bike lane. This GMP will add landscaping, fencing and a new Electric Vehicle parking lot (6 vehicle spots).

JUSTIFICATION FOR USE AND AMOUNT:

Contractor's Contingency Justification and Amount:
The contractor's contingency is $10,000.00 (2.10% of the contract amount). The account will be established to cover unforeseen findings through the construction phase (i.e., unsuitable subgrade, unexpected rock trenching / removal…). The GMP was established prior to final development of the plans and specifications.

Owner's Contingency Justification and Amount:
The owner's contingency is set to $11,110.55 (2.28% of the contract amount). This account will be established for unforeseen construction material cost escalations and modifications or changes to the plan set that is made during construction. The cost escalations in construction materials within the recent months have been high in several areas (i.e., steel cost, concrete cost, fuel cost…).

COST/BUDGET/FUNDING SOURCE ANALYSIS:

Contractor's Contingency:

Funding will be provided by account number: 221-07-222-0883-0-4433

Owner's Contingency:

Funding will be provided by account number: 221-07-222-0883-0-4433

APPROVAL: **Signature** **Date:**

Project Manager Adam Miele **Approval Recommended** _____

Program Manager Adam Miele **Approval Recommended** _____

Section Head Barney Helmick **Approval Recommended** _____

Division Head Heidi Hansen **Approval Recommended** _____

Definitions

Owner's Contingency (Design/Build or Construction Manager at Risk)

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City's directed changes or Differing Site Conditions, or as the City may otherwise elect. The amount of the Owner's Contingency will be set solely by the City and will be in addition to the Project costs included in the Design-Builder's GMP packages.

The Owner's Contingency are funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes, Differing Site Conditions, or as the City may otherwise elect. Owner's Contingency will be added to the GMP amount provided by the Design-Builder, the sum of which will be the full Contract Price for construction. Markups for Construction Fee and taxes will be applied by the Design-Builder at the time that Owner's Contingency is used

Contractor's Contingency (Design/Build or Construction Manager at Risk)

"Design-Builder's/CMAR Contingency" means a fund to cover cost growth during the Project used at the discretion of the Design-Builder/CMAR, usually for costs that result from Project circumstances. The amount of the Design-Builder's/CMAR Contingency will be negotiated as a separate line item in each GMP package.

Use and management of the Design-Builder's/CMAR Contingency:

Design-Builder's/CMAR Contingency is an amount the Design-Builder/CMAR may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Design-Builder/CMAR Contingency is assumed to be a direct Project cost so will receive all markups at the time of GMP submission.

When the Design-Builder/CMAR utilizes Design-Builder's/CMAR Contingency funds, the Design-Builder/CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress Payment Request. The Design-Builder/CMAR shall deduct the amount of Design-Builder's/CMAR Contingency funds used from the Design-Builder's/CMAR Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If the Design-Builder's/CMAR Contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated.

City of Flagstaff, Arizona

Pulliam Airport Long-Term Parking Lot

CONSTRUCTION MANAGER AT RISK – GMP2

CONSTRUCTION SERVICES

PROJECT NO. 01-20002
221-07-222-0883-0-4433 ARO 883P

Agreement No. 2021-21 GMP2

MAYOR
PAUL DEASY

CITY COUNCIL

BECKY DAGGET
ADAM SHIMONI
MIRANDA SWEET
JIM MCCARTHY
AUSTIN ASLAN
REGINA SALAS

CITY MANAGEMENT

City Manager
Greg Clifton

Acting Water Services Director
Erin Young

Community Development Director
Dan Folke

Public Works Director
Andrew Bertelsen

Engineering & Capital Improvements Director
Rick Barrett

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CITY OF FLAGSTAFF, ARIZONA

Pulliam Airport Long-Term Parking Lot
CONSTRUCTION MANAGER AT RISK – GMP2
CONSTRUCTION SERVICES AGREEMENT

PROJECT No.; 01-20002, 221-07-222-0883-0-4433 ARO 883P

This Construction Services Agreement ("Agreement"), is made and entered into by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and Eagle Mountain Construction, Inc. ("Construction Manager at Risk" or CMAR") on this ___ day of _____, 20__.

RECITALS

A. The City is authorized and empowered by provisions of the City Charter to execute agreements for construction services.

B. The City intends to construct the Pulliam Airport Long-Term Parking Lot as more fully described in Exhibit "A" attached ("Project").

C. To undertake the construction administration of the Project the City has entered into a separate agreement with Peak Engineering, Inc. ("Design Professional.")

D. CMAR has represented to the City that it has the ability to provide construction services for the Project, and based on this representation, the City hereby engages CMAR to provide these services and construct the Project.

E. Agreement # 2021-21 GMP2 has been executed previously between the City and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

***NOW THEREFORE*,** for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and CMAR as follows:

Article 1 - Definitions

"Agreement" - This written document signed by the City and CMAR covering the construction phase of the Project, and including other documents itemized and referenced in, or attached to, and made part of this Agreement.

"Change Directive" - A written order prepared and signed by the City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" - A type of Contract amendment issued after execution of the Contract Documents or future GMP Amendments signed by the City and CMAR, agreeing to changes to a GMP, for substantial unanticipated alterations in the character of Work. The Change Order shall state the following: the addition, deletion or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Agreement terms.

"The City ("Owner" or "OWNER") - The City of Flagstaff, a municipal corporation, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Contact. Regulatory activities handled by the City of Flagstaff Community Development, Fire and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

"City's Representative" - The person designated in Subsection 8.3.1.2.

"City's Senior Representative" - The person designated in Subsection 8.3.1.1.

"CMAR" - The firm selected by the City to provide construction services as detailed in this Agreement.

"CMAR's Contingency" - A fund to cover cost growth during the Project, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the City used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in Subsection 5.3.1. and 5.3.2.

"CMAR's Representative" - The person designated in Subsection 8.3.2.2.

"CMAR's Senior Representative" - The person designated in Subsection 8.3.2.1.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs for providing off-site management, supervision, General Conditions support, support of construction activities, home office overhead, and profit as applicable to this Project whether at CMAR's principal or branch offices.

"Contract Documents" - The following items and documents in descending order of precedence executed by the City and CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Contract Price" - The amount or amounts set forth in Article 5.

"Contract Time" - The days, as set forth in Article 4, the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work, subject to Winter Shutdown.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Costs, bonds, insurance, and taxes.

"Critical Path Method" - A scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest total time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

"Design Phase Contract" - The agreement between the City and CMAR for Services provided by CMAR during the design phase which may include the following: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman's Business Enterprise/Small Business Enterprise **("MBE/WBE/SBE")** utilization, subcontractor bid phase services, GMP preparation and other services set forth in this Agreement or reasonably inferable therefrom.

"Design Professional" - A qualified, licensed design professional who furnishes, design**,** construction documents, and/or construction administration services required for the Project.

"Differing Site Conditions" - Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" - 100% completion of all construction Work noted in or reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all record and close-out documents specified in Owner's Project specifications and Owner training/start up activities.

"Float" - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"General Conditions Costs" – All on-site Project-specific costs required to perform the Work, but not itemized or included in the Cost of the Work. Includes, but is not limited to the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site. General Conditions Costs shall specifically exclude: (i) bonds, (ii) insurance, (iii) items which are included in the Construction Phase Fee.

"Guaranteed Maximum Price" or "GMP" - The sum of the Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CMAR's Contingency.

"GMP Plans and Specifications" - The plans and specifications upon which the Guaranteed Maximum Price proposal is based.

"Legal Requirements" - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" - The directive issued by the City, authorizing CMAR to start Work.

"Opening Physical Conditions" – The current physical conditions present on the Site as jointly documented by an inspection of the Site by City and CMAR at the Pre-construction Conference.

"Owner's Contingency" - A fund to cover cost growth during the project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen Site conditions. The amount of the Owner's contingency shall be set solely by the Owner and shall be in addition to the CMAR's GMP. Use and management of the Owner's contingency is described in Section 5.3.2.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The City form used by CMAR to request progress payments for Work in accordance with Article 7.

"Pre-construction Conference" – A Conference held between City and CMAR prior to the commencement of any Work, as scheduled by the City's Representative or designee.
"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in Exhibit "A" attached.

"Project Record Documents" - The documents created pursuant to Section 2.10.

"Samples" - Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work shall be evaluated.

"Schedule of Values" - A statement furnished by CMAR to the City's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - Drawings, diagrams, schedules and other data specially prepared for the Work by CMAR or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

"Subcontractor" - An individual or firm having a direct Agreement with CMAR or any other individual or firm having an Agreement with the aforesaid Contractors at any tier, who undertakes to perform a part of the construction phase Work for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration review or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The established date when the Work or designated portion thereof is sufficiently complete, in accordance with the Contract Documents so that the Owner may occupy the Work, or designated portion thereof, for the use for which it is intended. This may include, but is not limited to: (i) Approval by the City or State Fire Marshall and/or other state or local authorities having jurisdiction over the Work or a portion thereof (Certificate of Occupancy); (ii) all systems in place, functional, and displayed to, and accepted by, the City or it's representative; (iii) City operation and maintenance training complete; (iv) HVAC test and balance completed with reports provided to the Design Professional for review; (v) Operational and Maintenance manuals and final Project Record Documents delivered to the City or Design Professional for review.

"Supplier" - A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct agreement with CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

"Winter Shutdown" – The period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project.

"Work" - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 - CMAR's Services and Responsibilities

2.0 CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work shall be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Flagstaff, Arizona. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents. It is not required that the services be performed in the sequence in which they are described.

2.1 General Services

2.1.1. CMAR's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the City but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR's Representative may be replaced only with the written consent of the City.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CMAR shall obtain all applicable and/or necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. CMAR is specifically reminded of the need to obtain the applicable and/or necessary environmental permits or file the applicable and/or necessary environmental notices.

2.2.2 Copies of the permits and notices listed in Subsection 2.2.1 above must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

2.2.3 City shall be responsible for City of Flagstaff review and permit(s) fees for building and demolition permits. City shall also pay review fees for grading and drainage, water, sewer, and landscaping. City shall also pay for utility design fees for permanent services.

2.2.4 CMAR shall be responsible for all other permits and review fees not specifically listed in

Subsection 2.2.3 above.

2.2.5 CMAR is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are CMAR‘s responsibility.

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the City’s Representative or designee shall schedule and conduct a Preconstruction Conference.

At the Pre-construction Conference, City and CMAR shall document the Opening Physical Conditions of the Site as jointly documented by an inspection of the Site by City and CMAR at the Pre-Construction.

2.3.2 The purpose of this conference is to establish a working relationship between CMAR, utility firms, and various City agencies. The agenda shall include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 The Notice to Proceed date shall be concurred with by the parties or set by the City at the Preconstruction Conference. After the meeting and upon receipt of a signed Agreement and delivery of the required bonds and insurance in a City approved format, a Notice to Proceed letter shall be issued confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion shall be listed and/or as set forth in Article 1 herein. Failure by CMAR to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it shall not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

2.3.4 CMAR shall provide a Schedule of Values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying CMAR’s Contingency. The Schedule of Values shall subdivide the Work into all items comprising the Work. The Schedule of Values shall contain sufficient detail to identify each individual element of the Work and shall relate to the approved GMP Schedule. The Schedule of Values shall be subject to approval by the City’s representative.

2.3.5 Minimum attendance by CMAR shall be CMAR’s Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate Contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR’s Representative or CMAR’s Superintendent shall be present at the Site at all times that construction activities are taking place.

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance with this Section, the City may require CMAR to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

2.4.5 Before ordering materials or doing work, CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation shall be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences which may be found shall be submitted to the City for resolution before proceeding with the Work.

2.4.6 CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

2.4.7 CMAR shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.

2.4.8 Any person employed by CMAR or any Subcontractor who, in the opinion of the City, does not perform his or her work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. CMAR or Subcontractor shall hold the City harmless from damages or claims which may occur in the enforcement of this Section.

2.4.9 CMAR assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.10 CMAR shall coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

2.5.1 Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the City to occupy the Project or a portion of the Project for its intended use.

2.5.2 CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

2.5.3 CMAR shall maintain ADA, ADAAG and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA, ADAAG and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of CMAR.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which Submittals are required, the way CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 CMAR shall review, approve, verify, and submit to the City five copies of each Shop Drawing, Product Data, Sample, and similar Submittals required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit “B” as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by CMAR, which are not required by the Contract Documents, may be returned without action.

2.6.3 CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the City or City’s designee. Such Work shall be in accordance with approved Submittals.

2.6.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar Submittals, CMAR represents that CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or shall do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

2.6.5 CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City 's approval of Shop Drawings, Product Data, Samples or similar Submittals unless CMAR has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the City’s approval thereof.

2.6.6 CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the City on previous Submittals.

2.6.7 Informational Submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

2.6.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.7.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.7.3 The procedures and methods used to sample and test material shall be determined by the City. Unless otherwise specified, samples and tests shall be made in accordance with the most recently adopted edition of the City of Flagstaff Engineering Division Design and Construction Standards and Specifications.

2.7.4 The City shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.

2.7.4.1 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, shall be paid for by CMAR. CMAR's Contingency cannot be utilized for the cost of re-testing.

2.7.4.2 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.7.5 CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.7.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.7.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by CMAR, unless otherwise provided in the Contract Documents.

2.7.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of CMAR and paid by CMAR.

2.8 Trade Names and Substitutions

2.8.1 Unless indicated that no substitutions are permitted, CMAR may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:

2.8.2 The substitution shall be submitted by CMAR in writing to the City.

2.8.3 CMAR shall certify that the substitution shall perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.8.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.8.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees,

royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.8.6 CMAR if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.8.7 The City shall make the final decision and shall notify CMAR in writing as to whether the substitution has been accepted or rejected.

2.8.8 If the City does not respond in a timely manner, CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution shall be considered rejected.

2.9 Project Record Documents

2.9.1 During the construction period, CMAR shall maintain at the Site a set of blueline, redline, or blackline prints of the Construction Document drawings and shop drawings to assist the CMAR in the creation of the Project Record Documents (As-Built Plan)s.

2.9.1.1 CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. CMAR shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings
- Depths of foundations below first floor
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order, Change Order Directive, Field Order, Record of Field Change, ASI's and RFI's.
- Addenda and other details not on original Agreement Drawings.

2.9.1.2 CMAR shall mark completely and accurately on the original Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.9.1.3 Unless otherwise agreed to by bother parties, CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

2.9.1.4 CMAR shall note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the original Construction Documents.

2.9.1.5 CMAR shall, as a condition of Final Acceptance, retain an Arizona Licensed Civil Engineer to record and certify where installations varied from the original Construction Documents and to generate the Project Record Drawings (As-Built Plans) per the City's As-Built Checklist. The CMAR shall then submit As-Built Plans, sealed by the Engineer, to the City or its representative for review and comment.

2.9.2 Upon receipt of the reviewed Project Record Drawings from the City, CMAR and the retained Arizona Licensed Civil Engineer shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

2.9.2.1 CMAR shall provide a complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Flagstaff CADD technology. The Design Professional shall provide files of the original Construction Documents to CMAR for the use of preparing these final Project Record Drawings or CMAR may contract with the Design Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2.9.2.2 CMAR shall provide a complete set of reproducible mylars from the final AutoCAD drawings.

2.9.2.3 CMAR shall provide the original copy of the Project Record Drawings (redline mark-ups).

2.10 Project Safety

2.10.1 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.10.3 CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.10.4 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.10.5 CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.10.6 CMAR shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.10.7 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 **Warranty**

2.11.1 CMAR warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.11.2 CMAR's warranty obligation shall be for one (1) year, except for such greater period as may be required by the technical specifications.

2.11.3 Nothing in this warranty is intended to limit any manufacturer's warranty which provides The City with greater warranty rights than set forth in this Section or the Contract Documents. CMAR shall provide City with all manufacturers' warranties upon Substantial Completion.

2.11.4 Nothing in this warranty is intended to limit any other remedy at law that may be available to the City.

2.12 Correction of Defective Work

2.13 .1 CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the City by law. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.12.2 During the performance of the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the City or as discovered by CMAR. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the performance of the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces.

2.12.3 CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 and/or Section 2.13.1 above, within seven (7) days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces. 2.12.4 If City does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by City in performing such correction.

2.12.4 For nonconforming Work that creates an emergency requiring an immediate response, CMAR shall respond and initiate corrections within twenty-four hours.

2.12.5 The one year period referenced in Subsection 2.13.1 above applies only to CMAR's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding CMAR's other obligations under the Contract Documents or as may be allowed by law.

Article 3 - The City's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 City shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

3.2 The City's Representative

3.2.1 City's Representative shall be responsible for providing City (as defined in Article I) supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.

3.2.2 City's Representative shall also provide CMAR with prompt notice if City's Representative observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.2.3 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of CMAR. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory department.

3.2.3.1 The field inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.2 The field inspector shall not be authorized to issue instructions contrary to the Construction Documents or to act as foreman for CMAR.

3.2.3.3 The field inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.2.3.4 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement as well as other firms hired by the City shall be available for review by CMAR. CMAR shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the City and Design Professional.

3.3.2 The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The City and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional shall keep the City informed of progress of the Work and any noted defects and deficiencies of the Work, and shall endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction, which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Section 2.7.

3.3.2.3 Review and recommend approval of Payment Requests.

3.3.2.4 Review and approve or take other appropriate action upon CMAR's Submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.6.

3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CMAR. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

3.3.2.6 Prepare Change Orders, and may authorize minor changes in the Work as provided in Section 6.6.1.

3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.8 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by CMAR.

3.4 **City's Separate Contractors**. City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.5 Permit Review and Inspections

3.5.1 If requested by CMAR, the City's Representative shall provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with CMAR.

3.5.2 Regulating agencies of the City, such as Community Development, Fire, Planning, Building Inspection, Environmental Services, and Engineering Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

Article 4 - Contract Time

4.0 Contract Time.

4.0.1 Contract Time shall start with the Notice to Proceed ("NTP") with construction services and shall end with Substantial Completion.

4.0.2 Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMP under this Agreement shall be **173 calendar days** starting with the NTP.

4.0.3 CMAR agrees that it shall commence timely performance of the Work and shall achieve substantial completion within the Performance Periods and Contract Time.

4.0.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.0.5 Time is of the essence, for times and time matters set forth in Article 4 and the rest of this Agreement.

Pursuant to Section 9.3 below, if, in the sole discretion of the Capital Improvements Department of the City of Flagstaff, the Project is not at Substantial Completion prior to the advent of adverse weather conditions, a Winter Shutdown shall occur during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project.

4.1 Substantial Completion

4.1.1 Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter or as may be mutually agreed by the parties in writing. Substantial Completion shall be in accordance with its definition in Article 1 and with the criteria set forth in the Notice to Proceed.

4.1.2 Prior to notifying the City in accordance to Section 4.1.3 below, CMAR shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CMAR to complete all Work in accorda*nce with the Co*ntract Document*s*.

4.1.3 CMAR shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4 Within five (5) days of City's receipt of CMAR's notice, the City and CMAR shall jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5 If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that shall set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6 City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 4.1.5 above, (ii) CMAR and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CMAR agree that City's use or occupancy shall not interfere with CMAR's completion of the remaining Work.

4.2 Final Completion. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, City and CMAR shall jointly inspect to verify that the remaining items of Work have been completed as set forth in Section 4.1.5. The City shall issue a Final Completion Letter and payment pursuant to Section 7.5.

4.3 Liquidated Damages

4.3.1 CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City $1,070.00 (to be determined on an agreement by agreement basis) per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2 CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City $1,070.00 (to be determined on an agreement by agreement basis) per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4 Project Master Schedule

4.4.1 The Project Master Schedule approved as part of a GMP shall be updated and maintained throughout the Work by CMAR.

4.4.2 The Project Master Schedule shall be revised by CMAR as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3 Updated Project Master Schedules shall be submitted monthly by CMAR to the City as part of the Payment Request.

4.4.3.1 CMAR shall provide City with a monthly status report with each Project Master Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP2 and within the Contract Time.

4.4.3.2 With Updated Project Master Schedules submitted CMAR shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information ("RFI's"), as appropriate.
- Current and anticipated delays including:
  - Cause of the delay
  - Corrective action and schedule adjustments to correct the delay
  - Known or potential impact of the delay on other activities, milestones, and/or the date of Substantial Completion
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
  - Time Extension requests
  - Other items
- Substantial Completion date status:
  - If ahead of schedule, the number of calendar days ahead
  - If behind schedule, the number of calendar days behind
- Other project or scheduling concerns

4.4.4 City's review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.4.5 The Project Master Schedule shall include a Critical Path Method ("CPM") diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.5.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.4.5.2 The CPM diagram schedule shall indicate all relationships between activities.

4.4.5.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4.4.5.4 The CPM diagram schedule shall be based upon activities, which would coincide with the Schedule of Values.

4.4.5.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

4.4.5.6 The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

4.4.5.7 The schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

4.4.6 The Project Master Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.7 Float time shall be as prescribed below:

4.4.7.1 The total Float within the overall schedule, is not for the exclusive use of either the City or CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

4.4.7.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.

4.4.7.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path Submittals

returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

Article 5- Contract Price

5.0.1 CMAR agrees at his own cost and expense, to completely construct and install all Work and materials as called for by this Agreement, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified in the Contract Documents, within the time or times stated in the approved GMP.

5.1 Contract Price

5.1.1 The Contract Price shall be **$487,335.37**, which includes a Guaranteed Maximum Price of **$466,224.82,** a Contractors Contingency of **$10,000.00** and an Owner's Contingency of **$11,110.55** the sum of which is the Contract Price.

5.1.2 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.1.3 The General Conditions Costs will be included in the GMP as a not to exceed amount and paid for on actual costs based on submitted and approved invoices.

5.1.4 The Construction Fee is a firm fixed lump sum, and shall be paid monthly in accordance with the percentage of completion of the work.

5.1.5 Bonds are actual costs and are a not-to-exceed reimbursable amount.

5.1.6 Insurance is actual costs and is a not-to-exceed reimbursable amount.

5.1.7 Taxes are deemed to include all sales, use, consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.2 Guaranteed Maximum Price

5.2.1 The Guaranteed Maximum Price is composed of the Cost of the Work; the General Conditions Costs; Construction Fee; bonds; insurance; taxes; and, CMAR's contingency all of which are either not-to-exceed cost reimbursable or lump sum amounts defined in Articles 5.1 and 5.3. A summary of the GMP with a total for each of the components previously listed and including the Owner's contingency and the Contract Price shall be presented per the format shown in the table located in Exhibit B – SAMPLE GMP SUMMARY TABLE. CMAR is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the actual Cost of Work and/or CMAR's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CMAR's Contingency, shall revert to the City.

5.2.2 The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.

5.2.3 GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

5.2.4 If the GMP requires an adjustment due to changes in the scope of the Work the cost of such changes is determined subject to Article 6. The markups that may be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.3 Contingencies

5.3.1 CMAR's Contingency is an amount CMAR may use at its sole discretion for an increase in the Cost of Work, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the City, and for increases in General Conditions Costs with written approval of the City. CMAR's Contingency shall be included in the GMP amount provided by the CMAR, but all appropriate markups shall not be applied to the CMAR's Contingency at the time of GMP submission. At the time that the CMAR's Contingency is used the appropriate markups shall be applied, which shall only include Construction Fees, Bonds, Insurance, and Sales Tax. The CMAR shall submit a Field Order Proposal, with supporting itemized schedule and pricing documentation, for City review and confirmation of appropriate CMAR's Contingency use for the project and for verification that appropriate markups are applied. The City has the authority to reject any use of the CMAR's Contingency if the City believes in its reasonable judgement that a portion or all the proposed amount is not a legitimate expense for the Project.

5.3.2 When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

5.3.3 Owner's Contingency are funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the Contract Price for construction. At the time that Owner's Contingency is used, the appropriate markups shall be applied and shall only include Construction Fees, Bonds, Insurance, and Sales Tax.

5.4 Open Book. CMAR shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all Agreements between CMAR and its Subcontractors and Consultants. The City may exercise its rights under this Section as often as reasonably necessary in the City's sole judgment to assure the City has a complete and accurate understanding of all Project costs.

Upon project closeout and immediately prior to the release of final payment, the CMAR shall provide to the City a Final Cost Report detailing all Project costs for each division of work with supporting documentation for materials, labor, equipment and other appurtenant items.

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

6.0.1 If CMAR is delayed in the performance of the Work that shall cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond

its control and due to no fault of its own, or, those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order. However, the City and the CMAR must agree on the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible; if the City and the CMAR do not agree, then an independent third party, selected by both parties, shall make the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible.

6.0.2 CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work within three (3) days of the occurrence of the delay. In the case of a continuing delay only one request is necessary.

6.0.3 By way of example, events that shall entitle CMAR to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate Contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions and definitions necessary for the application of this paragraph shall be as set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

6.0.5 It is understood, however, that permitting CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.0.6 In addition to CMAR's right to a time extension for those events set forth in this Section, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God and shall not be adjusted absent a showing of actual damage.

6.0.7 The CMAR shall not be entitled to any adjustment to the Contract Time and or the Contract Price if the reasons for the requested adjustment could have been reasonably foreseen, given the CMAR's participation in the Preconstruction Phase or information provided in the Construction Documents.

6.1 Differing Site Conditions

6.1.1 If CMAR encounters a Differing Site Condition that could not have been reasonably foreseen, CMAR shall be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are actually adversely impacted by the Differing Site Condition.

6.1.2 Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition

has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2 Errors, Discrepancies and Omissions

6.2.1 If CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR shall promptly notify the Design Professional and request clarification.

6.2.2 If CMAR proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, CMAR does so at its own risk. Adjustments involving such circumstances made by CMAR prior to clarification by the Design Professional shall be at CMAR's risk.

6.3 The City Requested Change in Work

6.3.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.3.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3 The City shall request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4 Legal Requirements. The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of their Agreement or the date of the GMP, affecting the performance of the Work

6.5 Change Directives and Change Orders

6.5.1 City and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive if any adjustments are appropriate. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2 All changes in Work authorized by Change Directives and/or Change Orders shall be performed under the conditions of the Contract Documents.

6.6 Minor Changes in the Work

6.6.1 The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CMAR. CMAR shall carry out such written orders promptly.

6.6.2 CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.

6.6.3 Minor changes in Work shall not involve an adjustment in the Contract Price and/or Contract Times.

6.7 Contract Price Adjustments

6.7.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

6.7.1.1 Unit prices set forth in this Agreement or as subsequently agreed to between the parties;

6.7.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; and

6.7.1.3 Costs, fees and any other markups.

6.7.2 The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit "B".

6.7.3 If an increase or decrease cannot be agreed to as set forth in Sections 6.7.1.1 through 6.7.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in their Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

6.7.4 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices shall cause substantial inequity to City or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.7.5 If City and CMAR disagree upon whether CMAR is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CMAR shall resolve the disagreement pursuant to Article 8 hereof.

6.7.5.1 As part of the negotiation process, CMAR shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.7.5.2 If the parties are unable to agree and City expects CMAR to perform the services in accordance with City's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon City issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying City's interpretation of the services that are to be performed.

6.7.6 **Emergencies**. In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

6.7.7 **Force Majeure.** The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract, as set forth in Exhibit B. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

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

Article 7- Procedure for Payment

7.0 For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to the City's satisfaction, the City agrees to pay CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific Work under this Agreement shall be made in accordance with payment provisions detailed below.

7.1 GMP Payment Request

7.1.1 At the pre-construction conference prescribed in Section 2.4, CMAR shall submit for City's review and approval a Schedule of Values. The Schedule of Values shall serve as the basis for monthly progress payments made to CMAR throughout the Work.

7.1.2 At least five (5) working days prior to the date established for a Payment Request, CMAR shall submit an updated Project Master Schedule and meet with the City's Representative to review the progress of the Work as it shall be reflected on the Payment Request.

7.1.3 The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that title to all Work shall pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

The Payment Request shall include, at a minimum:

1. Monthly Executive summary detailing work completed during the pay period, a statement addressing the project budget and schedule and the items of work anticipated for the upcoming pay period
2. Current critical path schedule
3. Pay application cover sheet, detailed schedule of values and conditional lien waivers upon release of progress payment
4. Subcontractor and Supplier invoices and conditional lien waivers for current pay period
5. General Conditions invoices for current pay period
6. Daily Reports for current pay period
7. Weekly reports for current pay period
8. Project meeting minutes for current pay period
9. Certified payroll reports- alphabetical by subcontractor (when required for Davis Bacon projects)

7.1.4 The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

7.1.4.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and

clear of all liens and encumbrances.

7.1.4.2 For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Coconino County or other Sites as may be approved and be accessible for City's inspection. CMAR must establish City title to such materials and equipment or otherwise protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

7.1.4.3 All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

7.1.5 CMAR shall submit to City on a monthly basis either on the first of the month for payment on the 15th or on the 19th of the month for payment on the 30th or 31st. If the payment date is on a Saturday, payment shall be on Friday. If the payment date is on a Sunday, payment shall be on Monday.

7.2 Payment of GMP

7.2.1 City shall make payment in accordance with A.R.S. §34-607. Payment shall be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

7.2.2 City shall pay CMAR all amounts properly due. If City determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify City's concerns. CMAR and City shall attempt to resolve City's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3 Retention of GMP

7.3.1 City shall retain ten percent (10%) of each Payment Request amount provided. When fifty percent (50%) of the Work has been completed by CMAR, upon request of CMAR, City may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if CMAR's performance of Work has been satisfactory.

7.3.2 In lieu of retention, CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona.

7.3.2.1 CDs assigned to the City must be maintained at the City's single servicing bank, in the form of time deposit receipt accounts.

7.3.2.2 Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.

7.3.2.3 CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the City's form of Escrow Agreement. Escrow Agreement forms may be obtained from the Purchasing Department by contacting Patrick Brown, Senior Procurement Specialist.

7.4 Substantial Completion. Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and

one-half (2.5) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5 Final Payment

7.5.1 After receipt of a final Payment Request, City shall make final payment within sixty (60) days, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Completion Letter has been issued by the City.

7.5.2 At the time of submission of its final Payment Request, CMAR shall provide the following information:

7.5.2.1 An affidavit affirming that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which shall in any way affect City's interests;

7.5.2.2 A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment; and

7.5.2.3 Consent of CMAR's surety, if any, to final payment.

7.5.2.4 Should the project be completed for less than the original Contract Price, the CMAR shall provide the City with the reimbursements from the Bond Company for the actual costs of the project.

7.6 Payments To Subcontractors or Suppliers

7.6.1 CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. CMAR shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to CMAR. No agreement between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2 If CMAR fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CMAR agrees that the City may take such actions:

7.6.2.1 Hold CMAR in default under this Agreement;

7.6.2.2 Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3 Reject all future offers to perform work for the City from CMAR for a period not to exceed one (1) year from Substantial Completion date of this Project; or

7.6.2.4 Terminate this Agreement.

7.6.3 If CMAR's payment to a Subcontractor or supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02(D) and related statutes as amended, and shall further hold the City harmless from any ensuing damages, claims or costs.

7.6.4 Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification

of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5 CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7 Record Keeping and Finance Controls

7.7.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis and shall be available for five (5) years after Final Completion of the Project.

7.7.2 The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

7.7.3 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of CMAR's records, the audit discloses CMAR has provided false, misleading, or inaccurate cost and pricing data.

7.7.4 CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.7.5 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's Agreements, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

7.7.6 Records and Retention Requirements: The City and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement. CMAR shall comply with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

Article 8- Claims and Disputes

8.0 Requests for Agreement Adjustments and Relief.

8.0.1 If either CMAR or City believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1 Dispute Avoidance and Resolution

8.1.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

8.1.2 CMAR and City shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and City's Representative.

8.1.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and City's Representative, CMAR's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

8.1.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.2 Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and City shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and City.

8.3 Representatives of the Parties

8.3.1 The City's Representatives

8.3.1.1 City designates the individual listed below or his designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8.1.3:

City of Flagstaff
Andy Bertelsen, Division Head
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2105

8.3.1.2 City designates the individual listed below as its City's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

City of Flagstaff
Adam Miele, Project Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2108

8.3.2 CMAR's Representatives

8.3.2.1 CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8.1.3:

Eagle Mountain Construction, Inc.
Marco Spagnuolo, CEO
3100 North Caden CT.
Flagstaff, AZ 86004
(928) 526-2587

8.3.2.2 CMAR designates the individual listed below as its CMAR's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

Eagle Mountain Construction, Inc.
Marco Spagnuolo, CEO
3100 North Caden CT.
Flagstaff, AZ 86004
(928) 526-2587

Article 9 – Suspension and Termination

9.0 City's Right to Stop Work

9.0.1 City may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

9.0.2 CMAR may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1 Termination for Convenience

9.1.1 The City may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the CMAR. In such event, City shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination. CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2 If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such notice of termination for convenience, CMAR shall proceed with the following obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated. CMAR shall ensure that all subcontracts contain this same termination for convenience provision set forth in Section 9.1 et seq.

9.1.3.4 At the City's sole discretion and if requested in writing by the City, assign to the City all rights, title and interest of CMAR under the subcontracts subject to termination.

9.1.3.5 Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of CMAR and in which the City has or may acquire an interest.

9.1.4 CMAR shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

9.1.5 The City shall pay CMAR the following:

9.1.5.1 The direct value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from CMAR's failure to perform as required under this Agreement.

9.1.5.3 CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that CMAR would have sustained a loss on the entire Work had they been completed, CMAR shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 CMAR shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2 The City's Right to Perform and Terminate for Cause

9.2.1 If the City provides CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and CMAR fails to comply in a time frame specified, the City may have work accomplished by other sources at CMAR's sole expense.

9.2.2 If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.

9.2.3 Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.

9.2.3.1 If CMAR fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.

9.2.3.2 If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then City may declare this Agreement terminated for default by providing written notice to CMAR of such declaration.

9.2.4 Upon declaring this Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and conveys to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5 In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, CMAR shall only be entitled to be paid for Work performed and accepted by the City prior to its default.

9.2.6 If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the reprocurement and defense of claims arising from CMAR's default.

9.2.7 If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

9.3 Maintenance During Winter Shutdown of Work; Snow Removal

9.3.1 **The Capital Improvement Department of the** City of Flagstaff retains the right to declare a Winter Shutdown when, in the opinion of the City, it would be unreasonable to continue Work due to adverse weather conditions. The Winter Shutdown determination is at the sole discretion of the City. If Work has been suspended due to winter weather, the CMAR shall be responsible for maintenance and protection of the improvements and of partially completed portions of the Work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the CMAR is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the repairs and/or maintenance and deduct the cost from monies due or become due to the CMAR.

9.3.2 The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.

9.3.3 Upon termination of the Winter Shutdown by the City, the CMAR shall have the right to complete the Work and the Project.

9.3.4 The CMAR shall be solely responsible for any and all costs incurred either as a direct or indirect result of a Winter Shutdown, and shall hold the City harmless from the same.

Article 10 - Insurance and Bonds

10.0 Insurance Requirements

10.0.1 CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by CMAR, its agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect CMAR from liabilities that might arise out of the performance of the work under this Agreement by CMAR, its agents, representatives, employees, or subcontractors. CMAR is free to purchase such additional insurance as may be determined necessary.

10.1 **Minimum Scope and Limits of Insurance**. CMAR shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form

• General Aggregate/for this Project	$2,000,000/$1,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR."**

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this agreement.

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.
Combined Single Limit ("CSL") $1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR."**

10.1.3 Worker's Compensation: The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

10.1.4 **Builders' Risk Insurance or Installation Floater** $3,216,907.00
In an amount equal to the initial Contract Price plus additional coverage equal to Contract Price for all subsequent change orders.

10.1.4.1 The City of Flagstaff, CMAR, Subcontractors, Design Professional and Design Professional's consultant and any others with an insurable interest in the Work shall be **Named Insureds** on the policy**.**

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement**.

10.1.4.3 Coverage shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Flagstaff, has

an insurable interest in the property required to be covered.

10.1.4.4 Coverage shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.1.4.5 CMAR shall provide coverage from the time any covered property becomes the responsibility of CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off Site.

10.1.4.6 Coverage shall contain a **waiver of subrogation** against the City of Flagstaff.

10.1.4.7 CMAR is responsible for the payment of all policy deductibles.

10.1.5 Umbrella/Excess Liability Insurance not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability as required above.

10.2 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

10.2.1 The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by CMAR even if those limits of liability are in excess of those required by this Agreement.

10.2.2 CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.3 Coverage provided by CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

10.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City Purchasing Department, attention Patrick Brown, Senior Procurement Specialist, and shall be sent by certified mail, return receipt requested.

10.4 Acceptability of Insurers. Insurance is to be placed with insurers who are duly licensed companies in the State of Arizona with an "A.M. Best" rating of A-7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

10.5 Verification Of Coverage

10.5.1 CMAR shall furnish the City with Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All Certificates of Insurance and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect

at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

10.5.3 All Certificates of Insurance required by this Agreement shall be sent directly to City's Purchasing Department, attention Patrick Brown, Senior Procurement Specialist. The City project/contract number and project description shall be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CMAR must:

- **Submit a current Certificate of Insurance (dated within fifteen (15) days of the payment request submittal) with each payment request form. The payment request shall be rejected if the Certificate of Insurance is not submitted with the payment request.**

10.6 Subcontractors. CMAR's Certificate(s) of Insurance shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's Office, whose decision shall be final. Such action shall not require a formal contract amendment, but may be made by administrative action.

10.8 Bonds and Other Performance Security.

10.8.1 Prior to execution of this Agreement, CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the Contract Price.

10.8.2 Each such bond shall be executed by a surety company, or companies, holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Flagstaff.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in Arizona, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.4.1 If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

10.8.4.2 If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-,7, or better for the prior four quarters" by the A.M. Best Company.

10.8.7 Should the project be completed for less than the original Contract Price, the CMAR shall

provide the City with the reimbursements from the Bond Company for the actual costs of the project.

Article 11 – Indemnification

11.1 CMAR's Liability and Indemnification.

11.1.1 To the fullest extent permitted by law, CMAR shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of CMAR, its employees, agents, or any tier of subcontractors in the performance of this Agreement. CMAR's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of CMAR or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services CMAR may be legally liable.

The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) and used as the basis for the Guaranteed Maximum Price Proposal and Contract Price, as accepted by the Mayor and Council per Council Minutes 24th day of August, 2021, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Agreement, the Contract Documents take precedence over the Design Phase Agreement

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of

reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between City and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 **Time is of the Essence.** City and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 **Mutual Obligations.** City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 **Cooperation and Further Documentation.** CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.6 **Assignment.** CMAR shall not, without the written consent of the City, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the City's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

12.7 **Successorship.** CMAR and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 **Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents shall be for the sole and exclusive benefit of City and CMAR and not for the benefit of any other party.

12.9 **Governing Law.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed, in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.10 **Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 **Compliance with All Laws.** CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies, including but not limited to mandatory statutory provisions. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Contract Documents and to permit the City to verify such compliance.

12.12 **Legal Requirements.** CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal

Requirements.

12.13 **Construction Documents.** It is not CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if CMAR recognizes that portions of the Construction Documents are at variance therewith, CMAR shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

12.14 **Independent Contractor.** CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 **The City's Right of Cancellation.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12.16 **Survival.** All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

12.17 **Covenant against Contingent Fees**. CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.18 **No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.19 **Notice.**

12.19.1 Many notices or demands required to be given, pursuant to the terms of this Agreement, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

to CMAR:

Eagle Mountain Construction, Inc.
Marco Spagnuolo, CEO
3100 North Caden CT.
Flagstaff, AZ 86004
(928) 526-2587

to City:

City of Flagstaff
Patrick Brown, Purchasing Director
211 West Aspen Avenue
Flagstaff, Arizona 86001
Phone: (928) 213-2277

With a copy to:

City of Flagstaff
Adam Miele, Project Manager
211 West Aspen Avenue
Flagstaff, Arizona 86001
Phone: (928) 213-2108

Design Professional:

Peak Engineering, Inc.
Julie Leid, Principal
110 N. Agassiz Street
Flagstaff, AZ 86001
(928) 774-4046

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.19.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to Contractor:

Eagle Mountain Construction, Inc.
Marco Spagnuolo, CEO
3100 North Caden CT.
Flagstaff, AZ 86004
(928) 526-2587

to City:

City of Flagstaff
Patrick Brown, Purchasing Director
211 West Aspen Avenue
Flagstaff, Arizona 86001
Phone: (928) 213-2277

With copies to:

City of Flagstaff

Adam Miele, Project Manager
211 West Aspen Avenue
Flagstaff, Arizona 86001
Phone: (928) 213-2108

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.20 Confidentiality of Plans and Specifications

12.20.1 Any plans or specifications regarding this Project shall be for official use only. CMAR shall not share them with others except as required to fulfill the obligations of this Agreement with the City.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by CMAR shall include the following language: "These plans are for official use only and may not be shared with others except as required to fulfill the obligations of the Street Maintenance Program 2011 Project Agreement with the City of Flagstaff."

12.21 CMAR and Subcontractor Employee Security Inquiries. The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CMAR shall take such other measures, as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

12.21.1 Security Inquiries. CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to City for all employees considered for performing work (including supervision and oversight) under this Agreement. City may make further security inquiries. Whether or not further security inquires are made by City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by City for performing services under this Agreement may still be engaged by CMAR for other work not involving the City. An employee rejected for work under this Agreement shall not be proposed to perform work under other City Agreements or engagements without City's prior approval.

12.21.2 Criteria for Evaluating Security Inquiries. Once formally adopted by City, criteria for excluding an individual from performing work under this Agreement shall be communicated by City to CMAR and used by CMAR as a factor in making its decision. Prior to such adoption, CMAR shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Agreement, specific local concerns that deal with the specific work and work location(s) of the Project, and standards used by City in evaluating its own personnel.

12.21.3 Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the right to: (1) have an employee/prospective employee of CMAR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CMAR 's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CMAR performing work (including supervision and oversight) under this Agreement.

12.21.4 Background and Security-Contracts and Subcontracts. CMAR shall include the security inquiry terms of this Section for employee background and security checks and screening in all

contracts and subcontracts for work performed under this Agreement, including supervision and oversight.

12.21.5 **Materiality of Security Inquiry Provisions.** The security inquiry provisions of this Agreement, as set forth above, are material to City 's entry into this Agreement and any breach thereof by CMAR may, at City's sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject CMAR to liability for its breach of this Agreement.

12.22 Hazardous Materials

12.22.1 Unless included in the Work, if CMAR encounters material on the Site which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by applicable law, it shall immediately stop work and report the condition to the City.

12.22.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by applicable law, CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. CMAR and the City may agree, in writing, to continue work in non-affected areas on the Site.

12.22.3 An extension of Contract Time may be granted in accordance with Article 6.

12.22.4 CMAR shall comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.23 **Computer Systems.** CMAR shall warrant fault-free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault-free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of this Agreement.

12.24 **Traffic Control.** CMAR shall comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

THE CITY OF FLAGSTAFF, ARIZONA

Pulliam Airport Long-Term Parking Lot

Project No. 01-20002, Agreement No. 2021-21 GMP2

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

CMAR agrees that this Agreement, as awarded, is for the stated Work and understands that payment for the total Work shall be made on the basis of the indicated amount(s), per the terms and conditions of this Agreement.

Guaranteed Maximum Price

(four hundred eighty-seven thousand three hundred thirty-five dollars and thirty-seven cents)

$487,335.37

THE CITY OF FLAGSTAFF, ARIZONA

By:_____
Greg Clifton, City Manager

EAGLE MOUNTAIN CONSTRUCTION, INC.

By:_____

Title:_____

(Corporate Seal)

ATTEST:

_____
City Clerk

_____
ATTEST: (Signature and Title)

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A - PROJECT DESCRIPTION

This Project consists of the construction of an approx. 17,000 S.Y. parking lot. The construction delivery of the Project is anticipated to be a multi-phased construction.

The first phase (spring 2021) included the clearing and grubbing, grading, instillation of multiple retention / detention basins, flat work, curb and gutter and paving.

This second phase (fall of 2021) includes the instillation of fencing (new parking lot and existing lot), irrigation, landscaping, lighting, screen wall(s), signage, electric vehicle charging stations (four total) and paid parking equipment (new parking lot and existing lot).

EXHIBIT B – APPROVED GMP2 PROPOSAL

PROJECT #: 01-20002 **DATE: July 16, 2021**
PROJECT NAME: Pulliam Airport Long-Term Parking Lot – Phase 2

(Attached Separately)

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

Eagle Mountain Construction
3100 N Caden Ct.
Flagstaff, AZ 86004

Project: PULLIAM AIRPORT OVERFLOW PARKING CMAR
Project #: AR0883P
Description: GMP Ph 2- Construction
Dwgs: PEAK Engineering - Final 1, stamped 9/25/20
PEAK Engineering - Final 1 Pulliam Airport Electric Vehichle Parking, stamped 5/18/21
Submitted: 7/16/2021

			PHASE 2 IMPROVEMENTS			
EMC #	**Keynote**	**DESCRIPTION**	**QTY**	**Unit**	**Unit Cost**	**Subtotal**
PARKING LOT & ROADWAY CONSTRUCTION						
520	215	Fencing per landscape plans	1	LS	$ 28,000.00	$ 28,000.00
530	216	screen wall per landscape plans	1	LS	$ 100,000.00	$ 100,000.00
540	217	Landscaping Per Landscape Plans	1	LS	$ 192,588.82	$ 192,588.82
680	265	EV charging station (4-1.5" Conduit only in Ph 1)	1	LS	$ -	$ -
710	293	Barrier gate, ticket dispenser, payment station (Not Included)	4	EA	$ -	$ -
					Subtotal:	**$ 320,588.82**
EROSION CONTROL						
1030	700	Straw Wattles	1	LS	$ 500.00	$ 500.00
					Subtotal:	**$ 500.00**
MISCELLANEOUS						
1080		Mobilization (Includes Survey & Staking)	1	LS	$ 2,500.00	$ 2,500.00
1100		Traffic Control & Maintenace	1	LS	$ 2,500.00	$ 2,500.00
					Subtotal:	**$ 5,000.00**
PULLIAM EV PARKING						$ -
1170	001	Remove & dispose of asphaltic concrete	20	SY	$ 5.60	$ 112.00
1180	003	Remove and dispose of curb	5	LF	$ 3.00	$ 15.00
1190	010	Relocate Temporary Fencing	100	LF	$ 10.00	$ 1,000.00
1200	080	Remove & dispose tree, stump & rootball	1	LF	$ 3,500.00	$ 3,500.00
1210	081	Remove and dispose of stump & rootball	1	EA	$ 800.00	$ 800.00
1220	090	Clear and grub. Includes trees <12" DBH	1	LS	$ 2,500.00	$ 2,500.00
1230	110	Relocate salvaged sign on new post	2	EA	$ 350.00	$ 700.00
1240	201	4"AC/8"ABC pavement section	20	SY	$ 56.00	$ 1,120.00
1250	205	8" PCCP / 4" ABC Pavement Section	1,170	SF	$ 15.30	$ 17,901.00
1260	210	4" PCCP/3" ABC concrete sidewalk	1,030	SF	$ 7.00	$ 7,210.00
1270	220	Type A curb and gutter on 3" ABC	30	LF	$ 27.00	$ 810.00
1280	221	Type A single curb on 3" ABC	50	LF	$ 25.00	$ 1,250.00
1290	222	Type A single curb on 3" ABC with height modified to 0"	51	LF	$ 25.00	$ 1,275.00
1300	225	Curb Termination	2	EA	$ 75.00	$ 150.00
1310	240	ADA Van Stall Signage & Striping	1	EA	$ 2,500.00	$ 2,500.00
1320	245	Parking Bumber (COF install)	6	EA	$ -	$ -
1330	250	6" wide solid stripe	1	LS	$ 500.00	$ 500.00
1340	251	4" Wide Parking Stall Striping	1	LS	$ 500.00	$ 500.00
1350	261	D50 Handplaced Rip Rap	90	SF	$ 18.00	$ 1,620.00
1360	810	EV Charging Station and conduit by others	3	EA	$ -	$ -
1370	850	Straw Wattles	100	LF	$ 8.00	$ 800.00
					Subtotal:	**$ 44,263.00**
					Ph 2 COW Subtotal:	**$ 370,351.82**
PRE-CONSTRUCTION SERVICES & GENERAL CONDITIONS						
2010		Project Manager	1	MO	$ 9,500.00	$ 9,500.00
2020		Project Superintendent	1	MO	$ 7,500.00	$ 7,500.00
2030		Super Pick-up Truck	1	MO	$ 550.00	$ 550.00
2040		Project Admin	1	MO	$ 2,000.00	$ 2,000.00
2050		Clean-up & Make Safe Labor	1	MO	$ 3,100.00	$ 3,100.00
2100		CAT 420 Backhoe	80	HR	$ 25.00	$ 2,000.00
2120		Punchlist & Warranty	500	HR	$ 0.20	$ 100.00
					Subtotal:	**$ 24,750.00**

PULLIAM AIRPORT OVERFLOW PARKING CMAR SUMMARY				
ITEM	DESCRIPTION			TOTAL
1	COST OF WORK			$ 370,351.82
2	GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)		6.68%	$ 24,750.00
3	**SUBTOTAL #1 - Cost of the Work + GC's**			**$ 395,101.82**
4	CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)		9.00%	$ 35,559.00
5	**SUBTOTAL #2 - Cost of the Work + GC's + Fee**			**$ 430,660.82**
6	PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)		1.20%	$ 5,168.00
7	**SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds**			**$ 435,828.82**
8	INSURANCE (Percentage of Subtotal #3)		0.95%	$ 4,140.00
9	**SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance**			**$ 439,968.82**
10	SALES TAX (Percentage of Subtotal #4, Percentage = 65% of City of Flagstaff current tax rate)		5.968%	$ 26,256.00
11	CMAR CONTINGENCY (Percentage of Cost of the Work)		2.70%	$ 10,000.00
12	**GMP**			**$ 476,224.82**
13	OWNERS CONTINGENCY (Percentage of Cost of the Work)			$ 11,110.55
14	**CONTRACT PRICE**			**$ 487,335.37**
	PULLIAM AIRPORT OVERFLOW PARKING - TOTAL CONTRACT PRICE GMP 2:			**$ 487,335.37**

12. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Planning Development Manager
Co-Submitter:	Patrick St. Clair
Date:	08/05/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Approval of Final Plat PZ-17-00227-11 : Ponderosa Parkway LLC, requests Final Plat approval for Ponderosa Parkway Condominiums Unit 3—a 65-unit residential condominium subdivision at 1640 E. Ponderosa Parkway on 11.97 acres in the High Density Residential (HR) Zone.

STAFF RECOMMENDED ACTION:

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

Executive Summary:

This is a request for Final Plat approval for a 65-unit residential condominium subdivision known as Ponderosa Parkway Condominiums Unit 3. The site is in the High Density Residential (HR) Zone and has a Resource Protection Overlay (RPO). Unit 3 consists of 65 residential units distributed across five buildings. It is the third phase of a larger three-phase condominium subdivision—Ponderosa Parkway Condominiums—consisting of 169 residential total units distributed across 13 three-story buildings (13 units per building). The overall project is providing a total of 16 attainable housing units per the Development Agreement.

Financial Impact:

No financial liabilities are anticipated by the approval of this Final Plat.

Policy Impact:

There are no policy impacts affiliated with this Final Plat.

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

PBB Key Community Priorities/Objectives

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

Flagstaff Regional Plan

- Goal ED.8 Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.

- Policy E.1.4 Promote cost-effective, energy-efficient technologies and design in all new buildings for residential construction.
- Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.
- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- Policy LU.10.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.
- LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multifamily housing.
- Policy OS.1.5 Integrate open space qualities into the built environment.
- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary
- Policy WR.5.1 Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.

Has There Been Previous Council Decision on This:

- The City Council approved a Large-Scale Zoning Map Amendment on September 3, 2019, (Ordinance No. 2019-27) to change the zoning designation from RR (Rural Residential) to HR (High Density Residential).
- The City Council approved Ordinance No. 2019-29 on September 3, 2019, to formally accept all easements on the site received in 2010, and to include maintenance, access, exclusivity, and overall purpose of the easements.
- The City Council approved the Ponderosa Parkway Condominiums Preliminary Plat on July 7, 2020 (on June 10, 2020), the Planning and Zoning Commission voted 5-0 in favor of forwarding the Preliminary Plat to the City Council with a recommendation of approval).
- The City Council approved the Ponderosa Parkway Condominiums Unit 1 Final Plat on November 3, 2020.
- The City Council approved the Ponderosa Parkway Condominiums Unit 2 Final Plat on April 20, 2021.

Options and Alternatives:

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

Background/History:

On May 28, 2019, the Inter-Division Staff approved a Site Plan for 169 new residential units distributed across 13 three-story buildings pending a successful Zoning Map Amendment from RR (Rural Residential) to HR (High Density Residential), which the City Council approved on September 3, 2019. Staff approved Civil Engineering Plans in June 2020; the applicant also has approved permits for on-site grading and retaining walls, and public improvements. Building permits have been issued for buildings 1 and 2 (Unit 1 Plat), and 3 and 4 (Unit 2 Plat).

The City Council approved the Preliminary Plat for the entire development—Ponderosa Parkway Condominiums—on July 7, 2020. However, the applicant has opted to phase the development. The City Council approved the Ponderosa Parkway Condominiums Unit 1 Final Plat on November 3, 2020, and the Ponderosa Parkway Condominiums Unit 2 Final Plat on April 20, 2021.

The focus of this Final Plat request is the third of three phases: Ponderosa Parkway Condominiums Unit 3, which consists of 65 residential units in five three-story buildings (13 units per building). Staff approved this Final Plat on August 6, 2021.

The residential units range from studio to three-bedroom units and are approximately 500 to 1,300 square feet. The applicant has elected to construct the buildings to meet the Residential Sustainability Building Standards in Section 10-30.70.040 of the City of Flagstaff Zoning Code. This type of construction provided the applicant with up to a 25% density bonus (the HR Zone density range is 10-22 units per acre, but the maximum is 13 units per acre in a Suburban Activity Center designated in the Flagstaff Regional Plan). Thus, the applicant would be allowed to increase density from 156 to 195 units; the applicant elected to build 169 units total.

The applicant has also committed to providing 16 “Attainable Housing Units” across the entire 169-unit development. These units will be disbursed throughout the development to the greatest extent feasible (with no exterior difference between the attainable and market-rate units). The units will be sold at or below 100% of the Area Median Income (“AMI”) affordability level.

The project will make several improvements on the site and in the adjacent right of way in response to requirements identified by public systems analyses conducted at Site Plan. They include a new right-turn lane in the middle of the three driveways that will provide access to the site off Ponderosa Parkway, four (4) LID (Low Impact Development) basins to capture and meter out stormwater, and new 12-inch water and sewer lines along Ponderosa Parkway.

Key Considerations:

Staff approval of the Site Plan in 2019 and the Civil Engineering Plans in 2020 signifies the project complies with Title 10: Zoning Code and Title 13: Engineering Design Standards and Specifications for New Infrastructure. Thus, the developer was permitted to apply for additional grading permits, which have since been approved. Building permits have been issued for buildings 1 and 2 (Unit 1 Plat), and 3 and 4 (Unit 2 Plat).

However, the applicant has opted to create a condominium plat to separate ownership of each unit from ownership of the land beneath. In this case, ownership is of the airspace within each unit and the limited common elements (porches, decks) associated with each unit. Shared areas inside each building and the spaces between the floor plates and walls are considered “common elements.” Tract E” contains all areas outside the buildings and the limited common elements. It is dedicated as a common element to the owner association and as a public utility easement for service to the condominiums. It includes tree and slope resources, amenities, private access easements, and drainage and detention basins. Staff approval of the Final Plat on August 6, 2021, signifies the project complies with Title 11, General Plans and Subdivisions.

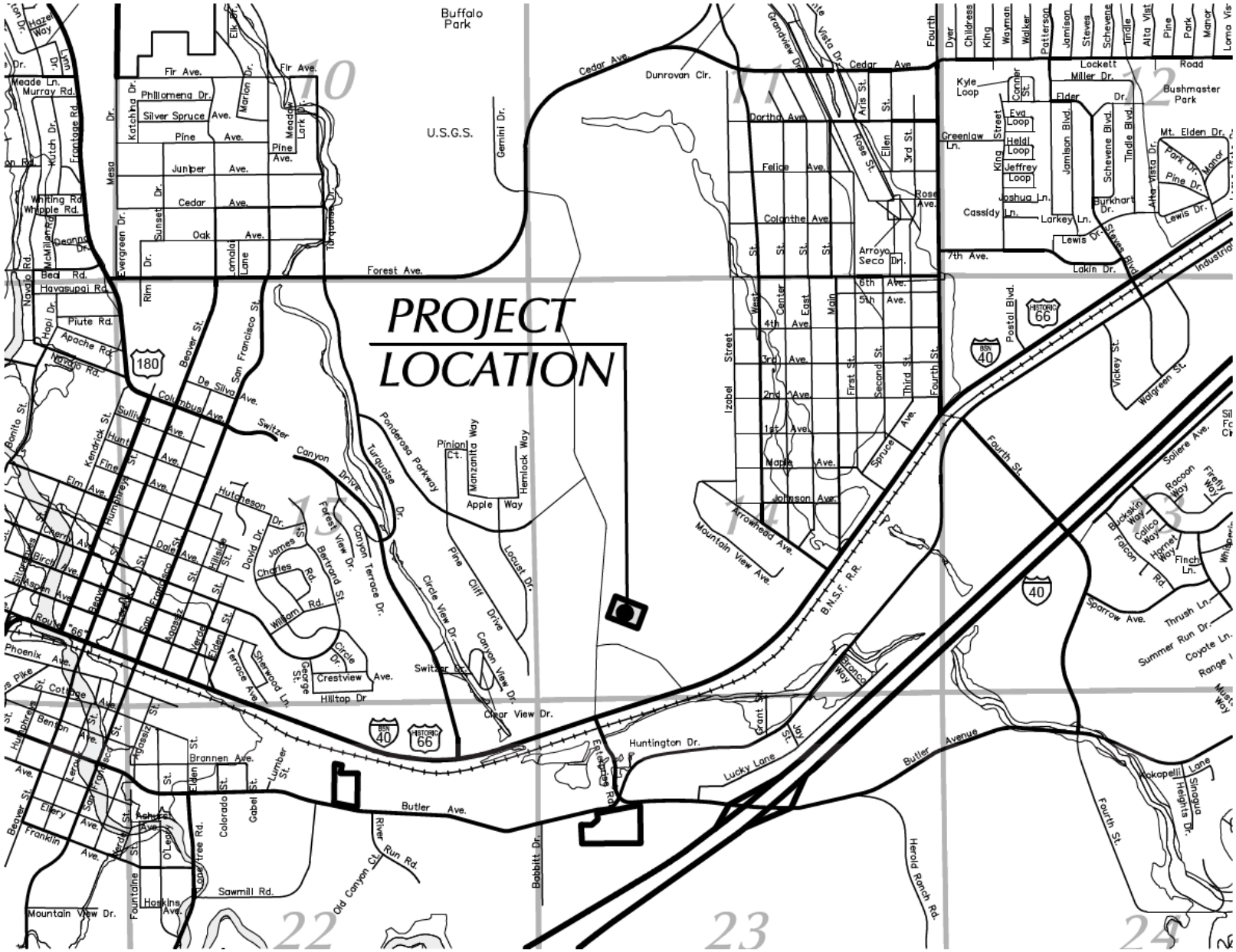
Community Benefits and Considerations:

The community benefits that this project brings are encapsulated in the Regional Plan goals that it meets, such as promoting economic development, providing a diversity of house types at a variety of price points, and integrating open space characteristics into development.

Community Involvement:

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

Attachments:
Vicinity Map
City Subdivider Agreement
Final Plat
Final Plat Application
Presentation


PROJECT LOCATION
Buffalo Park
U.S.G.S.
Cedar Ave.
Forest Ave.
Fir Ave.
Juniper Ave.
Pine Ave.
Silver Spruce Ave.
Oak Ave.
Cedar Ave.
Dunrovan Clr.
Gemini Dr.
Mesa Dr.
Evergreen Dr.
Sunset Dr.
Rim Dr.
Meade Ln.
Murray Rd.
Whiting Rd.
Whipple Rd.
Bed Rd.
Havasupai Rd.
Piute Rd.
Apache Rd.
Navajo Rd.
Hopi Dr.
Beaver St.
San Francisco St.
De Silva Ave.
Columbus Ave.
Switzer Canyon Drive
Turquoise Dr.
Ponderosa Parkway
Pinion Ct.
Manzanita Way
Hemlock Way
Apple Way
Pine Cliff Drive
Locust Dr.
Circle View Dr.
Canyon View Dr.
Canyon Terrace Dr.
Forest View Dr.
Bertrand St.
Hutcheson Dr.
David Dr.
James St.
Charles Rd.
William Rd.
Crestview Ave.
Circle Dr.
Hilltop Dr
Clear View Dr.
Switzer Dr.
Sherwood Ln.
Terrace Ave.
Elden St.
Humphreys St.
Kendrick St.
Bullion Ave.
Hunter Ave.
Fine St.
Elm Ave.
Dale Ave.
Birch Ave.
Phoenix Ave.
Pike St.
Cottage Ave.
Benton Ave.
Brannen Ave.
Lumber St.
Gabel St.
Colorado St.
Elden St.
Ashurst Ave.
Ellery Ave.
Franklin Ave.
Butler Ave.
River Run Rd.
Old Canyon Ct.
Sawmill Rd.
Mountain View Dr.
Fountaine
Hoskins Ave.
Babbitt Dr.
Huntington Dr.
Lucky Lane
Butler Avenue
Herald Ranch Rd.
Fourth St.
Cedar Ave.
Dortha Ave.
Felice Ave.
Colanthe Ave.
Arroyo Seco Dr.
Rose Ave.
Ellen St.
3rd St.
Aris St.
Grandview Dr.
Vista Dr.
Fourth
Dyer
Childress
King
Wayman
Walker
Patterson
Jamison
Steves
Schevene
Tindle
Alta Vist
Pine
Park
Manor
Lockett Road
Miller Dr.
Elder Dr.
Bushmaster Park
Mt. Elden Dr.
Park Dr.
Manor
Pine Dr.
Lewis Dr.
Kyle Loop
Connier St.
Greenlaw Ln.
Street
Eva Loop
Heidi Loop
King
Jeffrey Loop
Joshua Ln.
Cassidy Ln.
Larkey Ln.
Burkhart Dr.
Jamison Blvd.
Schevene Blvd.
Tindle Blvd.
Steves Blvd.
Lakin Dr.
7th Ave.
6th Ave.
5th Ave.
4th Ave
3rd Ave.
2nd Ave.
1st Ave.
Maple Ave.
Spruce Ave.
Johnson Ave.
Izabel Street
West
Center
East
Main
First St.
Second St.
Third St.
Fourth St.
Postal Blvd.
Industrial
Vickey St.
Walgreen St.
Soliere Ave.
Racoon Way
Firefly Way
Blackskin Way
Calico Way
Falcon
Homer Way
Finch Ln.
Sparrow Ave.
Thrush Ln.
Summer Run Dr.
Coyote Ln.
Range
Mustang Way
Bronco Way
Grant St.
Joy St.
Edwards Rd.
Hokopelli Lane
Sinagua Heights Dr.
B.N.S.F. R.R.
Arrowhead Ave.
Mountain View Ave.
Meadow Lark Dr.
Marion Dr.
Elk Dr.
Katchina Dr.
Phillomena Dr.
Tapadera
Lorraine Lane
Kutch Dr.
Frontage Rd.
Hazel Way
Lark Dr.
Meadow
Redwood
Terrace
Sterling
Roosevelt
Sinclair
Bonita St.
Kendrick St.
Humphreys St.
Beaver St.
Ellery Ave.
Franklin Ave.
Ashurst Ave.
Ollegard
Coconino
Hoskins Ave.
Fountaine
Mountain View Dr.
Sawmill Rd.
Old Canyon Ct.
River Run Rd.
Babbitt Dr.
Herald Ranch Rd.
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Frontage Rd.
Hazel Way
Lark Dr.
Meade Ln.
Murray Rd.
Whiting Rd.
Whipple Rd.
Bed Rd.
Havasupai Rd.
Piute Rd.
Apache Rd.
Navajo Rd.
Hopi Dr.

CITY / SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

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

W I T N E S S E TH

WHEREAS, _____ Ponderosa Parkway, LLC _____ (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as _____ Ponderosa Parkway Condominiums ___ ; and

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

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

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

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

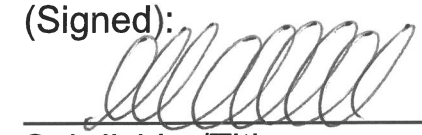
2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.

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

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

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

(Signed):



Subdivider/Title

Chris Kemmerly/Manager

Subdivider/Title

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__ by _____.

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

_____
Notary Public

My Commission expires:

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

By: _____
Mayor

ATTEST:

_____
City Clerk

FINAL PLAT
PONDEROSA PARKWAY CONDOMINIUMS
UNIT 3

A SUBDIVISION OF TRACT "D" INSTRUMENT 3916379
LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA }
COUNTY OF COCONINO }SS.

KNOW ALL MEN BY THESE PRESENTS: PONDEROSA PARKWAY, L.L.C., HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF PONDEROSA PARKWAY CONDOMINIUMS – UNIT 3, A SUBDIVISION OF TRACT D INSTRUMENT 3916379, RECORDS OF COCONINO COUNTY. LOCATED IN THE SW 1/4 OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE UNITS CONSTITUTING SAME AND THAT EACH UNIT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES THE TRACTS AND EASEMENTS AS SHOWN ON SAID PLAT FOR THE PURPOSES SHOWN.

IN WITNESS WHEREOF: PONDEROSA PARKWAY, L.L.C., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT _____, ARIZONA, THIS _____ DAY OF _____ 20____,

BY: _____
CHRISTOPHER KEMMERLY (MANAGING MANAGER)

ACKNOWLEDGMENT:

STATE OF ARIZONA }
COUNTY OF COCONINO }SS.

ON THIS THE _____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, CHRISTOPHER KEMMERLY, MANAGING MEMBER OF PONDEROSA PARKWAY, L.L.C., WHO ACKNOWLEDGED BY SELF TO REPRESENT PONDEROSA PARKWAY, L.L.C., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OCCUPANCY:

NO CERTIFICATE OF OCCUPANCY FOR ANY RESIDENCE MAY BE ISSUED NOR MAY ANY RESIDENCE ERECTED IN THIS TRACT BE OCCUPIED UNTIL THE REQUIRED WATER, SEWER, AND ALL OTHER ESSENTIAL UTILITIES ARE INSTALLED AND AN ALL-WEATHER ACCESS ROADWAY TO THE RESIDENCE IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER.

NOTES:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:

A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGSTAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2012 EDITION) – SECTION 13-10-006-0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

CITY OF FLAGSTAFF:
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE

_____ DAY OF _____, 20____

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE PLANNING DIRECTOR AND CITY ENGINEER, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA ON THE

_____ DAY OF _____, 20____

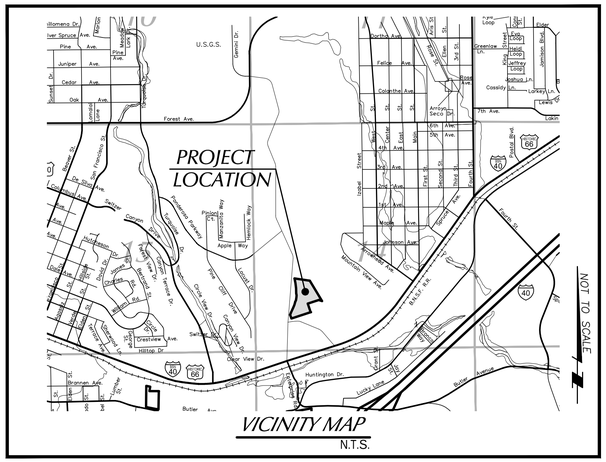
BY: _____
PLANNING DIRECTOR

BY: _____
CITY ENGINEER

CCR'S Instrument 3898998

PROJECT BENCHMARK: IS A FOUND 3" USDI-BLM BRASS CAP (C.O.F. 1920110) AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M., COCONINO COUNTY, ARIZONA, ELEVATION = 6948.11 (NAVD88)

BASIS OF BEARING: IS FROM THE SOUTHWEST CORNER OF PARCEL 107-07-002E, A FOUND 2" ALUMINUM CAP "ARIZONA SURVEYING INC. LS 18297" TO THE SOUTHEAST CORNER OF OF PARCEL 107-07-002E, A FOUND 1/2" REBAR WITH ILLEGIBLE PLASTIC CAP. BEARING OF S7°43'08"W - 566.06'



VICINITY MAP
N.T.S.

NOT TO SCALE

PROJECT INFORMATION

PROJECT NAME:	PONDEROSA PARKWAY CONDOMINIUMS
PROJECT LOCATION:	1640 E. PONDEROSA PARKWAY FLAGSTAFF, AZ. 86001
APN NUMBER:	107-07-030
PARENT PARCEL ACREAGE:	11.91768±
PARENT PARCEL SQUARE FOOTAGE:	519,134
UNIT 3 ACREAGE:	5.04731±
UNIT 3 SQUARE FOOTAGE:	219,861
NUMBER OF UNITS:	65
NUMBER OF BUILDINGS:	5
NUMBER OF FLOORS:	3
UNITS PER ACRE:	12.88
LAND USE DESIGNATION:	SUBURBAN
CURRENT ZONING DISTRICT:	HR
PROPOSED USE:	CONDOMINIUMS
OWNER/DEVELOPER:	PONDEROSA PARKWAY, L.L.C. 2502 E. RIVER ROAD TUCSON, AZ. 85718 (520) 615-8900

FEMA FLOOD ZONE

THIS PROJECT IS LOCATED IN FEMA ZONE "X" (NO SHADING)

CIVIL ENGINEER OF SUBDIVISION

THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC., 411 W. SANTA FE AVE., FLAGSTAFF, AZ. 86001
MR. ROBERT D. BEGLEY (CERTIFICATE No. 29312)
MR. ROBERT C. IMPELLITIER (CERTIFICATE No. 22196)

ADEQUATE WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.

A.R.S. 33-1212. UNIT BOUNDARIES
EXCEPT AS PROVIDED BY THE DECLARANT.

1. IF WALLS, FLOORS OR CEILINGS ARE DESIGNATED AS BOUNDARIES OF A UNIT, ALL LATH, FURRING, WALLBOARD, PLASTERBOARD, PLASTER, PANELING, TILES, WALLPAPER, PAINT, FINISHED FLOORING AND ANY OTHER MATERIALS CONSTITUTING ANY PART OF THE FINISHED SURFACE ARE A PART OF THE UNIT, AND ALL OTHER PORTIONS OF THE WALLS, FLOORS OR CEILINGS ARE A PART OF THE COMMON ELEMENT.

2. IF ANY CHUTE, FLUE, DUCT, WIRE, CONDUIT, BEARING WALL, BEARING COLUMN, OR OTHER FIXTURE LIES PARTIALLY WITHIN AND PARTIALLY OUTSIDE THE DESIGNATED BOUNDARIES OF A UNIT, ANY PORTION SERVING ONLY THAT UNIT IS A LIMITED COMMON ELEMENT ALLOCATED SOLELY TO THAT UNIT AND ANY PORTION SERVING MORE THAN ONE UNIT OR ANY PORTION OF THE COMMON ELEMENTS IS A PART OF THE COMMON ELEMENTS.

3. SUBJECT TO THE PROVISIONS OF PARAGRAPH 2, ALL SPACES, INTERIOR PARTITIONS AND OTHER FIXTURES AND IMPROVEMENTS WITHIN THE BOUNDARIES OF A UNIT ARE A PART OF THE UNIT.

4. ANY SHUTTERS, AWNINGS, WINDOW BOXES, DOORSTEPS, STOOPS, PORCHES, BALCONIES, ENTRYWAYS, OR PATIOS, AND ALL EXTERIOR DOORS AND WINDOWS OR OTHER FIXTURES DESIGNED TO SERVE A SINGLE UNIT, BUT LOCATED OUTSIDE THE UNIT'S BOUNDARIES, ARE LIMITED COMMON ELEMENTS ALLOCATED EXCLUSIVELY TO THAT UNIT.

TRACT "E":

4.3668± acres

SHALL CONTAIN ALL PORTIONS OF THE CONDOMINIUM OTHER THAN THE UNITS.

TRACT "E" LEGAL DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF TRACT D, PONDEROSA PARKWAY CONDOMINIUMS UNIT 2, INSTRUMENT 3916379;

THENCE SOUTH 81°42'27" EAST ALONG THE NORTH LINE OF SAID TRACT D A DISTANCE OF 429.71 FEET;

THENCE SOUTH 31°08'45" WEST ALONG AN EAST LINE OF SAID PARCEL A DISTANCE OF 665.58 FEET;

THENCE NORTH 72°56'30" WEST A DISTANCE OF 98.25 FEET;

THENCE SOUTH 71439527" WEST A DISTANCE OF 145.02 FEET;

THENCE NORTH 18°16'08" WEST A DISTANCE OF 126.85 FEET;

THENCE SOUTH 89°18'40" WEST A DISTANCE OF 8.00 FEET;

THENCE NORTH 01°45'58" WEST A DISTANCE OF 13.78 FEET;

THENCE NORTH 59°42'45" WEST A DISTANCE OF 41.78 FEET;

THENCE SOUTH 30°17'15" WEST A DISTANCE OF 25.75 FEET;

THENCE NORTH 59°42'45" WEST A DISTANCE OF 24.00 FEET;

THENCE NORTH 30°17'15" EAST A DISTANCE OF 25.75 FEET;

THENCE NORTH 59°42'45" WEST A DISTANCE OF 375.63 FEET;

THENCE SOUTH 30°17'15" WEST A DISTANCE OF 52.89 FEET;

THENCE SOUTH 88°16'09" WEST A DISTANCE OF 36.31 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PONDEROSA PARKWAY WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1648.76 FEET WHICH THE RADIAL LINE BEARS NORTH 88°16'09" EAST;

THENCE NORTHERLY ALONG SAID CURVE A DISTANCE OF 341.94 FEET THROUGH A CENTRAL ANGLE OF 11°52'57" TO THE TRUE POINT OF BEGINNING;

SAID PARCEL CONTAINS 4.3668± ACRES OF LAND MORE OR LESS.

UTILITY COMPANY ACKNOWLEDGMENT

MARTIN CONBOY
UNISOURCE ENERGY — DATE

DONALD EYMANN
CENTURYLINK — DATE

CHAD BROOKS
ARIZONA PUBLIC SERVICE — DATE

SANFORD YAZZIE
SUDDENLINK — DATE

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING
ROBERT C. IMPELLITIER
Date Signed 6/22/21
ARIZONA U.S.A.

SURVEY WAS PERFORMED BY SHEPARD-WESNITZER JOB 18221 IN OCTOBER OF 2018. INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

INDEX TO SHEETS

1 COVER SHEET & PROJECT INFORMATION
2 OVERALL PLAT & UNIT BOUNDARY
3 FIRST FLOOR PLAT
4 SECOND FLOOR PLAT
5 THIRD FLOOR PLAT

SHEET NO. 1 OF 5
COF PROJECT # PZ-17-00227

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

PONDEROSA PARKWAY CONDOMINIUMS 6/22/21
UNIT 3 - FINAL PLAT
COVER SHEET
MES# 18275

DATE: 6/22/21 | PROJECT NO. 18275 | REVISIONS:
DESIGNED BY: MME | FN: SHEET-01
DRAWN BY: MME | VERT SCALE: N/A | HOR SCALE: N/A
CHECKED BY: KVH

FINAL PLAT
PONDEROSA PARKWAY CONDOMINIUMS
UNIT 3

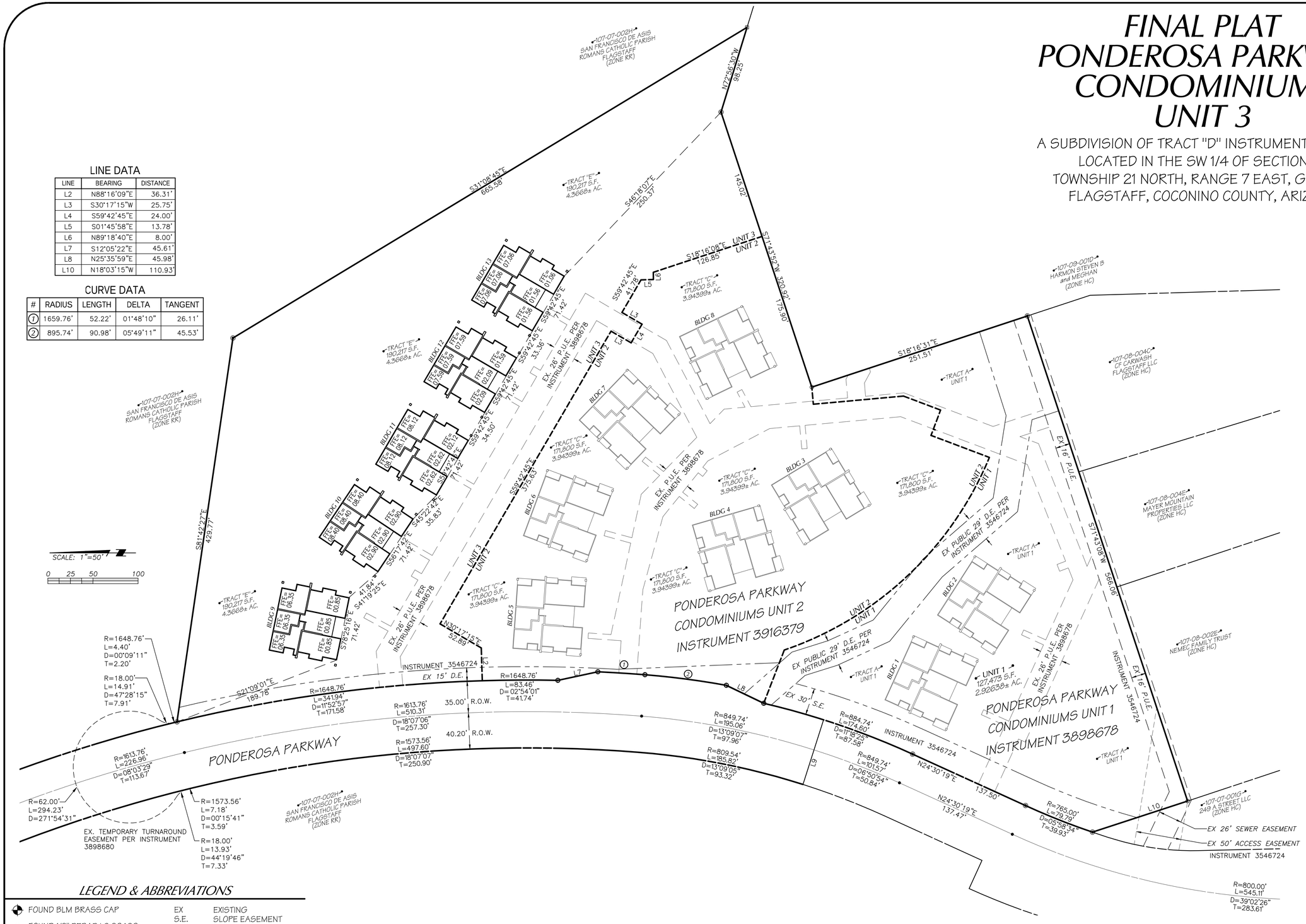
A SUBDIVISION OF TRACT "D" INSTRUMENT 3916379
LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

LINE DATA

LINE	BEARING	DISTANCE
L2	N88°16'09"E	36.31'
L3	S30°17'15"W	25.75'
L4	S59°42'45"E	24.00'
L5	S01°45'58"E	13.78'
L6	N89°18'40"E	8.00'
L7	S12°05'22"E	45.61'
L8	N25°35'59"E	45.98'
L10	N18°03'15"W	110.93'

CURVE DATA

#	RADIUS	LENGTH	DELTA	TANGENT
1	1659.76'	52.22'	01°48'10"	26.11'
2	895.74'	90.98'	05°49'11"	45.53'



LEGEND & ABBREVIATIONS

- FOUND BLM BRASS CAP
- FOUND 1/2" REBAR LS 26406
- FOUND REBAR W/CAP LS 48756
- FOUND REBAR W/CAP LS 4321
- CORNER TO BE SET

EX	EXISTING
S.E.	SLOPE EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.F.	SQUARE FEET
AC.	ACRES
R.O.W.	RIGHT OF WAY
FFE	FINISH FLOOR ELEVATION
BLDG	BUILDING

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING KENT V. HOTSENPILLER Signed 6/22/21 ARIZONA U.S.A.

PONDEROSA PARKWAY CONDOMINIUMS
UNIT 3 - FINAL PLAT
OVERALL SITE DIMENSIONS
6/22/21
MES# 18275

Megollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE 6/22/21 | PROJECT NO. 18275 | REVISIONS: COF 3/02
DESIGNED BY: TMHE | FN: SHEET-02
DRAWN BY: TMHE | VERT SCALE: N/A | HOR SCALE: 1"=50'
CHECKED BY: KVH

COF PROJECT # PZ-17-00227

FINAL PLAT
PONDEROSA PARKWAY CONDOMINIUMS
UNIT 3

A SUBDIVISION OF TRACT "D" INSTRUMENT 3916379
LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



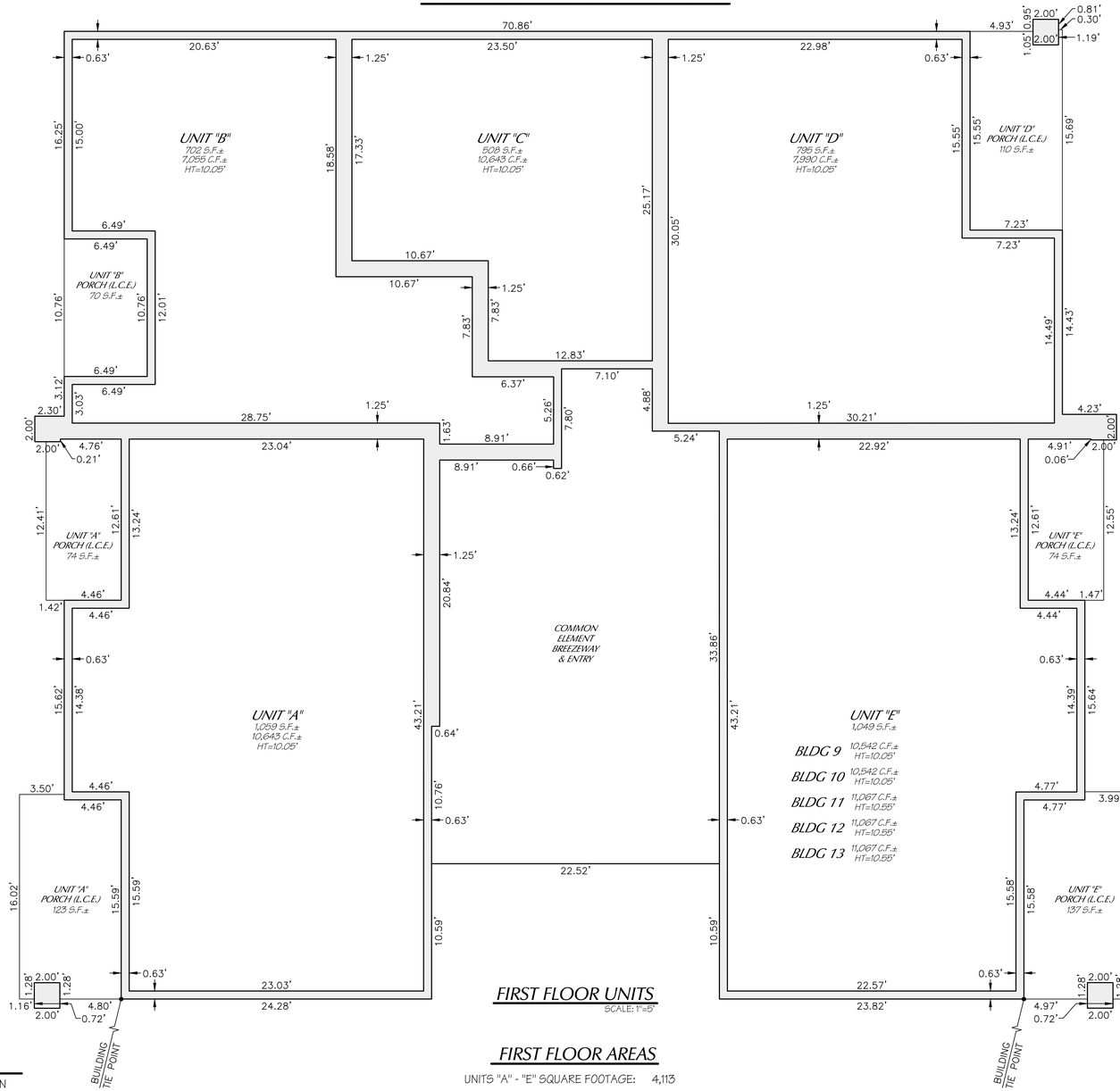
FIRST FLOOR
UNIT IDENTIFICATION

SECOND FLOOR
UNIT IDENTIFICATION

THIRD FLOOR
UNIT IDENTIFICATION

1640 E. PONDEROSA PARKWAY

UNIT ADDRESS & IDENTIFICATION



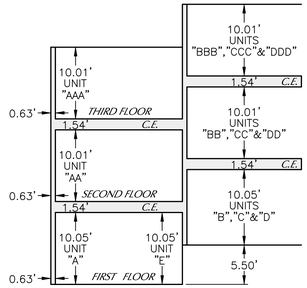
FIRST FLOOR UNITS
SCALE: 1"=5'

FIRST FLOOR AREAS

UNITS "A" - "E" SQUARE FOOTAGE:	4,113
1ST FLOOR C.E. SQUARE FOOTAGE:	1,228
1ST FLOOR L.C.E. SQUARE FOOTAGE:	588

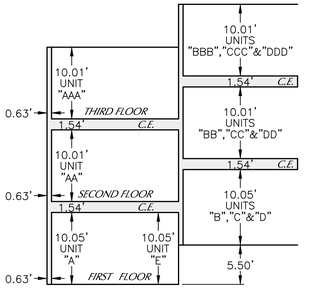
ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
HT	HEIGHT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT



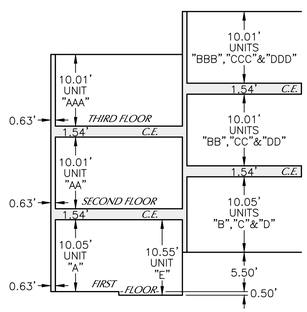
FINISH FLOOR ELEVATIONS
UNIT "A": 6900.85
UNITS "B", "C" & D": 6906.35
UNIT "E": 6900.85

BUILDING 9 ELEVATION
SCALE: 1"=10'



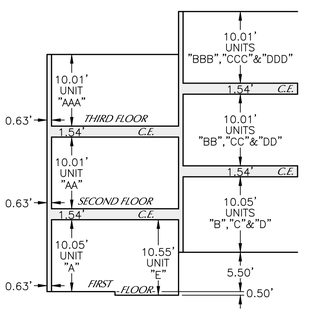
FINISH FLOOR ELEVATIONS
UNIT "A": 6902.90
UNITS "B", "C" & D": 6908.40
UNIT "E": 6902.90

BUILDING 10 ELEVATION
SCALE: 1"=10'



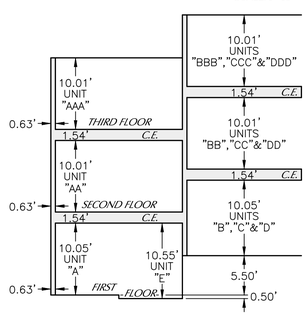
FINISH FLOOR ELEVATIONS
UNIT "A": 6902.62
UNITS "B", "C" & D": 6908.12
UNIT "E": 6902.12

BUILDING 11 ELEVATION
SCALE: 1"=10'



FINISH FLOOR ELEVATIONS
UNIT "A": 6902.09
UNITS "B", "C" & D": 6907.59
UNIT "E": 6901.59

BUILDING 12 ELEVATION
SCALE: 1"=10'



FINISH FLOOR ELEVATIONS
UNIT "A": 6901.56
UNITS "B", "C" & D": 6907.06
UNIT "E": 6901.06

BUILDING 13 ELEVATION
SCALE: 1"=10'

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING
RENT V. HOTSENPILLER
Date Signed 6/22/21
ARIZONA U.S.A.

PONDEROSA PARKWAY CONDOMINIUMS
UNIT 3 - FINAL PLAT
FIRST FLOOR PLAT
6/22/21
MES# 18275

DATE: 6/22/21
DESIGNED BY:
DRAWN BY: MKE
CHECKED BY: KVH
PROJECT NO. 18275
FN: SHEET-03
VERT SCALE: N/A
HOR SCALE: 1"=5'
REVISIONS:

COF PROJECT # PZ-17-00227

FINAL PLAT
PONDEROSA PARKWAY CONDOMINIUMS
UNIT 3

A SUBDIVISION OF TRACT "D" INSTRUMENT 3916379
LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



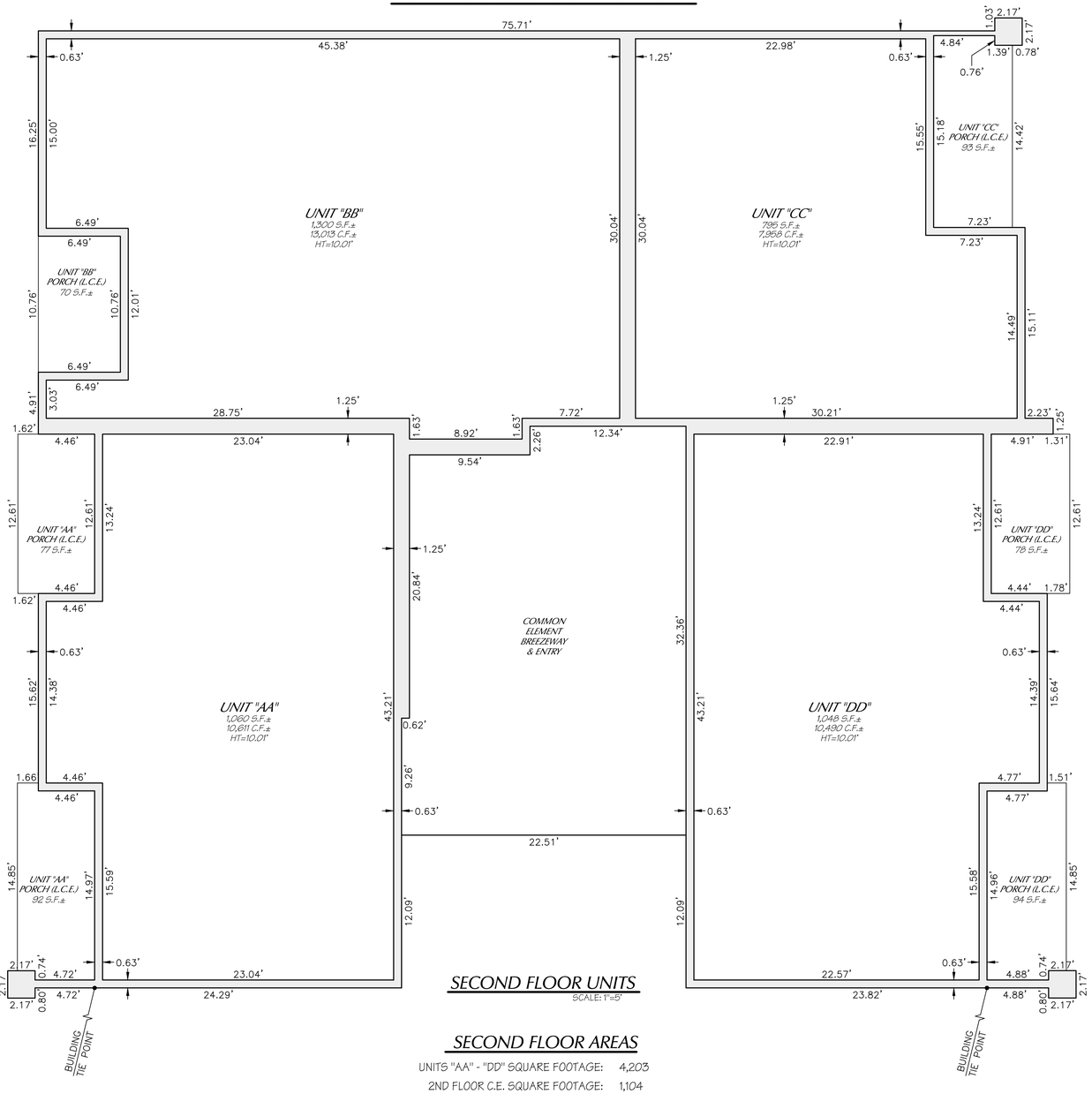
FIRST FLOOR
UNIT IDENTIFICATION

SECOND FLOOR
UNIT IDENTIFICATION

THIRD FLOOR
UNIT IDENTIFICATION

1640 E. PONDEROSA PARKWAY

UNIT ADDRESS & IDENTIFICATION



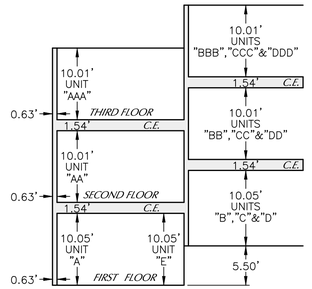
SECOND FLOOR UNITS
SCALE: 1"=5'

SECOND FLOOR AREAS

UNITS "AA" - "DD" SQUARE FOOTAGE:	4,203
2ND FLOOR C.E. SQUARE FOOTAGE:	1,104
2ND FLOOR L.C.E. SQUARE FOOTAGE:	504

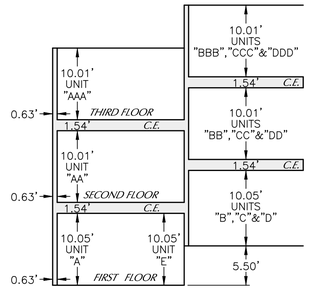
ABBREVIATIONS

FFE	FINISH FLOOR ELEVATION
S.F.	SQUARE FEET
C.F.	CUBIC FEET
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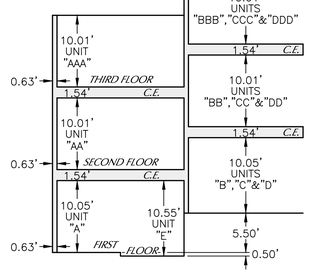
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UNITS "B", "C' & D": 6906.35
UNIT "E": 6900.85

BUILDING 9 ELEVATION
SCALE: 1"=10'



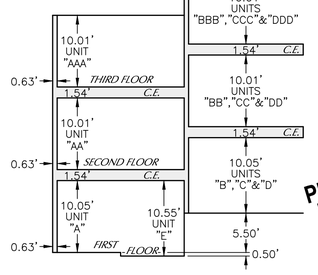
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UNIT "E": 6902.90

BUILDING 10 ELEVATION
SCALE: 1"=10'



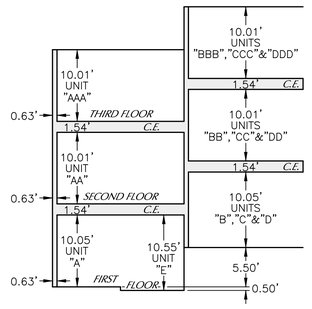
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UNIT "E": 6902.12

BUILDING 11 ELEVATION
SCALE: 1"=10'



FINISH FLOOR ELEVATIONS
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UNITS "B", "C" & D": 6907.59
UNIT "E": 6901.59

BUILDING 12 ELEVATION
SCALE: 1"=10'



FINISH FLOOR ELEVATIONS
UNIT "A": 6901.56
UNITS "B", "C' & D": 6907.06
UNIT "E": 6901.06

BUILDING 13 ELEVATION
SCALE: 1"=10'

PONDEROSA PARKWAY CONDOMINIUMS 6/22/21
UNIT 3 - FINAL PLAT
SECOND FLOOR PLAT
MES# 18275

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

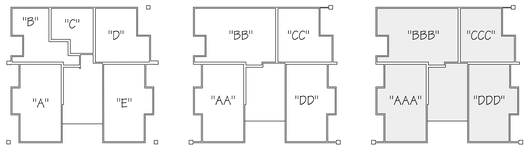
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING
KENT V. HOTSENPILLER
Date Signed 6/22/21
ARIZONA U.S.A.

DATE: 6/22/21
DESIGNED BY:
DRAWN BY: MNE
CHECKED BY: KVH
PROJECT NO. 18275
FN: SHEET-04
VERT SCALE: N/A
HOR SCALE: 1"=5'
REVISIONS:

SHEET NO. 4 OF 5
COF PROJECT # PZ-17-00227

FINAL PLAT
PONDEROSA PARKWAY CONDOMINIUMS
UNIT 3

A SUBDIVISION OF TRACT "D" INSTRUMENT 3916379
LOCATED IN THE SW 1/4 OF SECTION 14,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



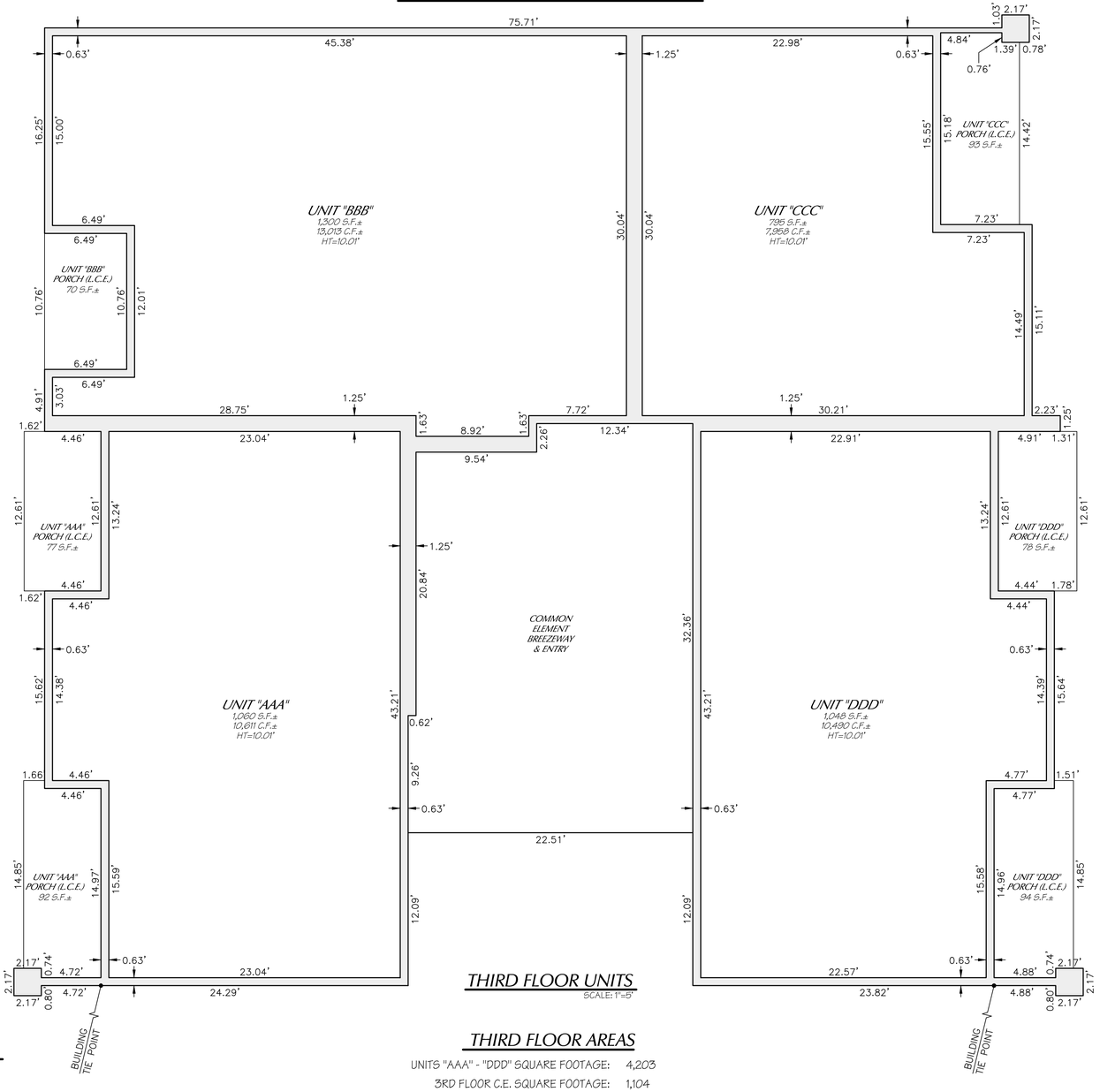
FIRST FLOOR
UNIT IDENTIFICATION

SECOND FLOOR
UNIT IDENTIFICATION

THIRD FLOOR
UNIT IDENTIFICATION

1640 E. PONDEROSA PARKWAY

UNIT ADDRESS & IDENTIFICATION



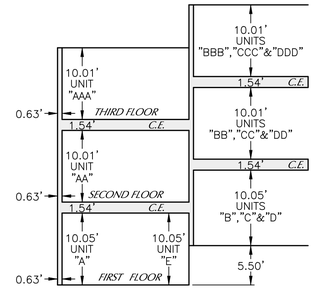
THIRD FLOOR UNITS
SCALE: 1"=5'

THIRD FLOOR AREAS

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3RD FLOOR C.E. SQUARE FOOTAGE:	1,104
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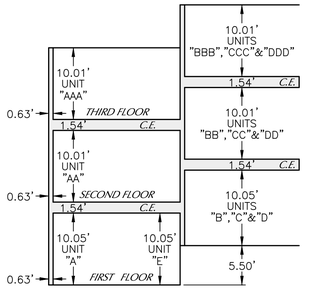
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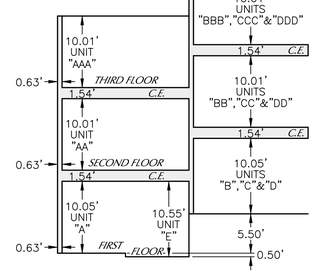
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UNITS "B", "C" & D": 6906.35
UNIT "E": 6900.85

BUILDING 9 ELEVATION
SCALE: 1"=10'



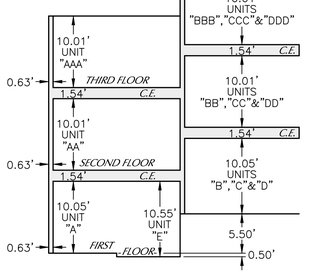
FINISH FLOOR ELEVATIONS
UNIT "A": 6902.90
UNITS "B", "C" & D": 6908.40
UNIT "E": 6902.90

BUILDING 10 ELEVATION
SCALE: 1"=10'



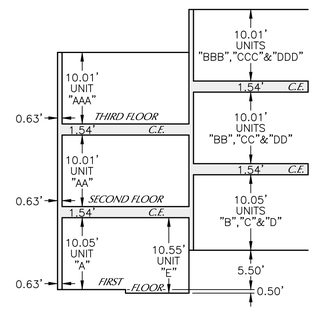
FINISH FLOOR ELEVATIONS
UNIT "A": 6902.62
UNITS "B", "C" & D": 6908.12
UNIT "E": 6902.12

BUILDING 11 ELEVATION
SCALE: 1"=10'



FINISH FLOOR ELEVATIONS
UNIT "A": 6902.09
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BUILDING 12 ELEVATION
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FINISH FLOOR ELEVATIONS
UNIT "A": 6901.56
UNITS "B", "C" & D": 6907.06
UNIT "E": 6901.06

BUILDING 13 ELEVATION
SCALE: 1"=10'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
Signed 6/21/21
ARIZONA U.S.A.

PONDEROSA PARKWAY CONDOMINIUMS 6/22/21
UNIT 3 - FINAL PLAT
THIRD FLOOR PLAT
MES# 18275

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 6/22/21 | PROJECT NO: 18275 | REVISIONS:
DESIGNED BY: | PN SHEET-05 | VERT SCALE: N/A
DRAWN BY: MNE | | HOR SCALE: 1"=5'
CHECKED BY: KVH

SHEET NO. 5 OF 5
COF PROJECT # PZ-17-00227

City of Flagstaff Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

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

Property Owner(s) Ponderosa Parkway, LLC		**Phone** 928-774-0028
Mailing Address 2502 E. River Rd	**City, State, Zip** Tucson, Az 85718	**Email** jkemmerly@miramontehomes.com
Applicant(s) Ponderosa Parkway, LLC		**Phone**
Mailing Address 2502 E. River Rd	**City, State, Zip** Tucson, Az 85718	**Email** jkemmerly@miramontehomes.com
Project Representative Jack Kemmerly		**Phone** 928-774-0028
Mailing Address 102 S. Mikes Pike St.	**City, State, Zip** Flagstaff, Az 86001	**Email** jkemmerly@miramontehomes.com

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

Project Name: Ponderosa Parkway Condominiums Phase 3	**Site Address** 1650 E. Ponderosa Parkway		**Parcel Number** 10707002E
Proposed Use Condominiums	**Existing Use** Vacant	**Subdivision, Tract & Lot Number** N/A	
Zoning District HR	**Regional Plan Category** Suburban	**Flood Zone** X	**Size of Site (Sq. ft. or Acres)** 11.936

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

Surrounding Uses (Res, Com, Ind)	**North**	**South**	**East**	**West**
	Church	Commercial	Commercial	Fire Station

Proposed Use:	**Number of Lots**	**Number of Units**	**Number of acres per use**	**Building Square Feet**
Condominiums		65	14.13 Units/Acre	36,318

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

Property Owner Signature: (required)	**Date:**	**Applicant Signature:**	**Date:**
	6/11/21		6/11/21

For City Use

Date Filed:	**Case Number (s)**		
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**



Ponderosa Parkway Condominiums Unit 3

Final Plat Approval Request

City Council| September 7, 2021

Patrick St. Clair| Planning Development Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

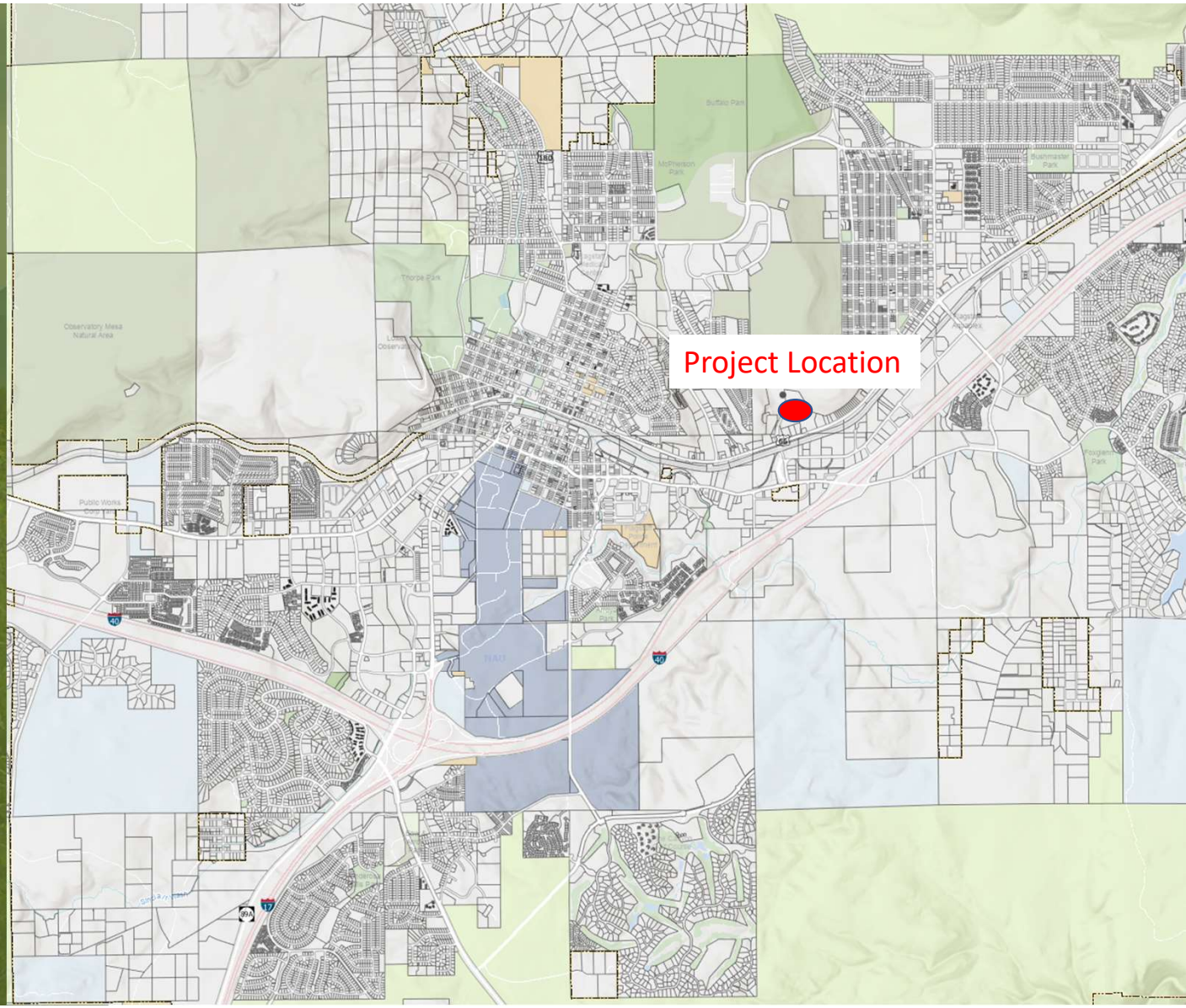
Request Overview

- Request from Ponderosa Parkway, LLC for **Final Plat approval** for a 65-unit residential condominium subdivision on 11.97 acres at 1640 E. Ponderosa Parkway in the HR Zone
  - Request is for Unit 3: phase 3 of 3 of a larger 169-unit subdivision

- **Condominium plat creates individually owned units**
  - Turns residential units (apartments) into condos
  - Ownership is of the airspace within each unit plus the limited common elements associated with each unit (decks and porches)

Vicinity Map

1650 E. Ponderosa Parkway

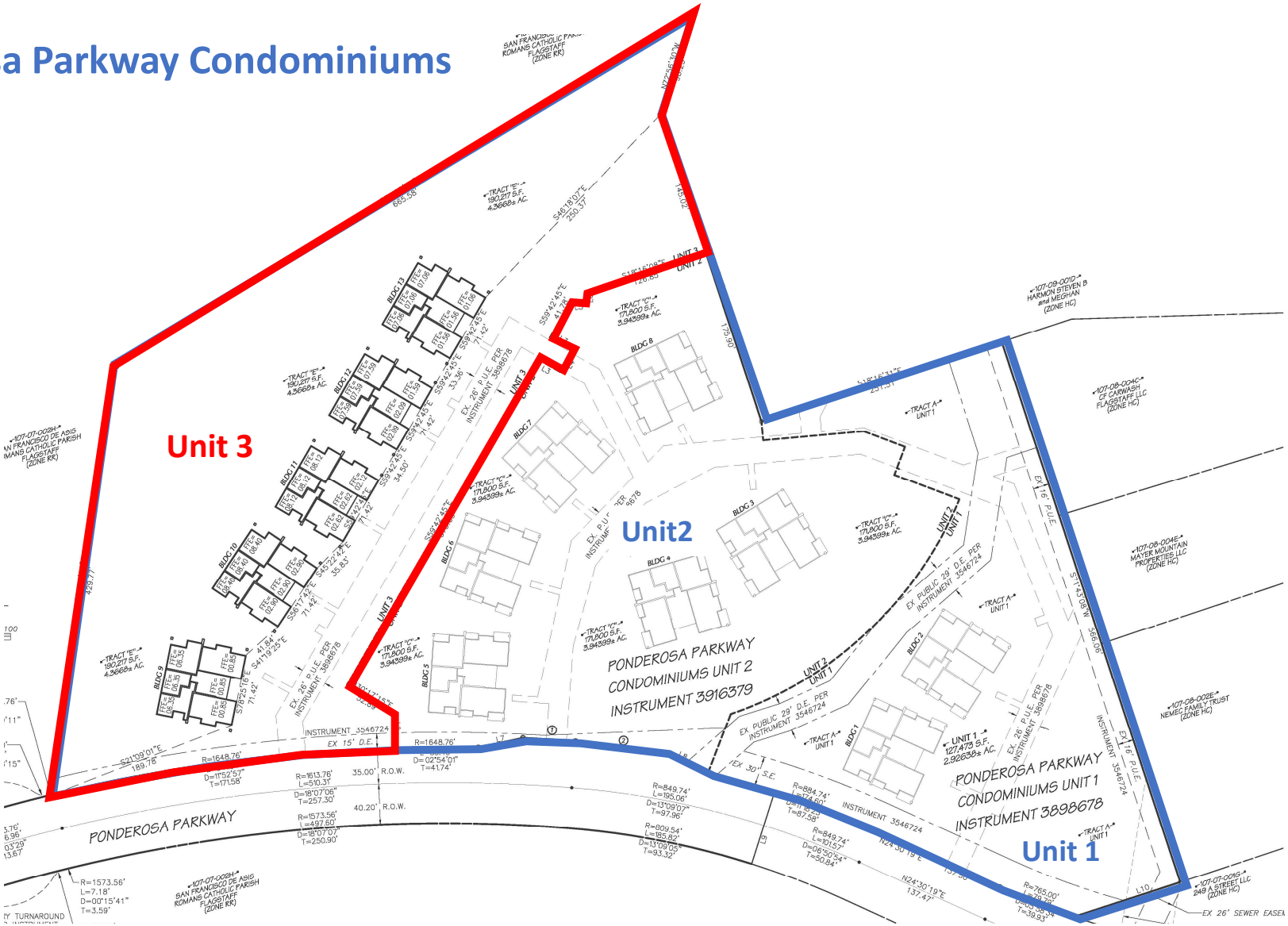


TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

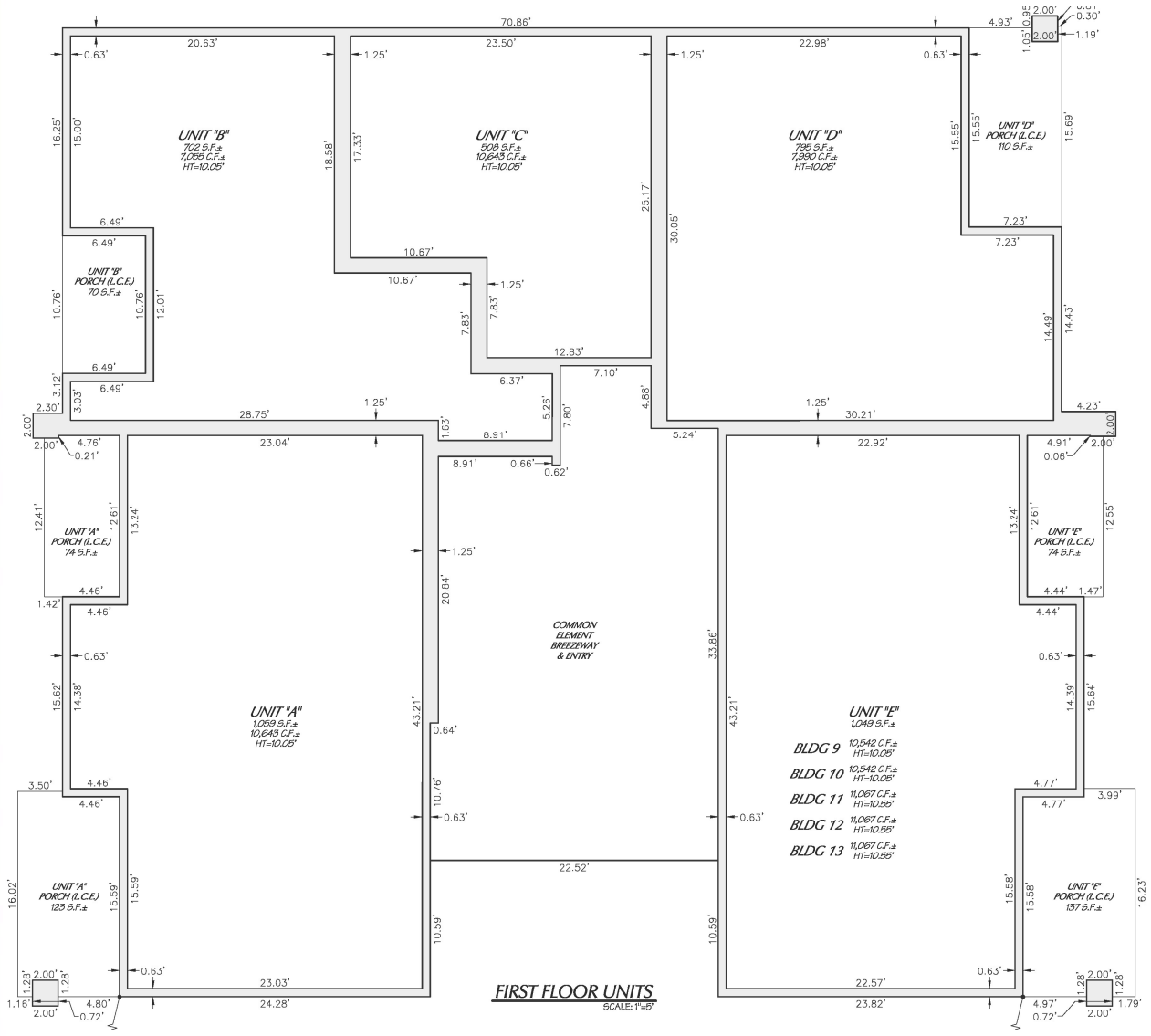
Development Overview

- 65 units in five 3-story buildings (13 units per building)
- Approval history
  - Staff approved Site Plan in May 2019
  - Council approved Large-Scale ZMA from RR to HR in Sept 2019
  - Staff approved Civil Engineering plans in June 2020
  - Council approved Preliminary Plat on July 7, 2020
  - Council approved Unit 1 Final Plat on November 3, 2020
  - Council approved Unit 2 Final Plat on April 20, 2021
  - Building Permits for buildings 1-4 (Plat Unit 1 and 2) approved.
- **Focus of Final Plat development request:** create a condominium project to enable individually-owned units

Ponderosa Parkway Condominiums



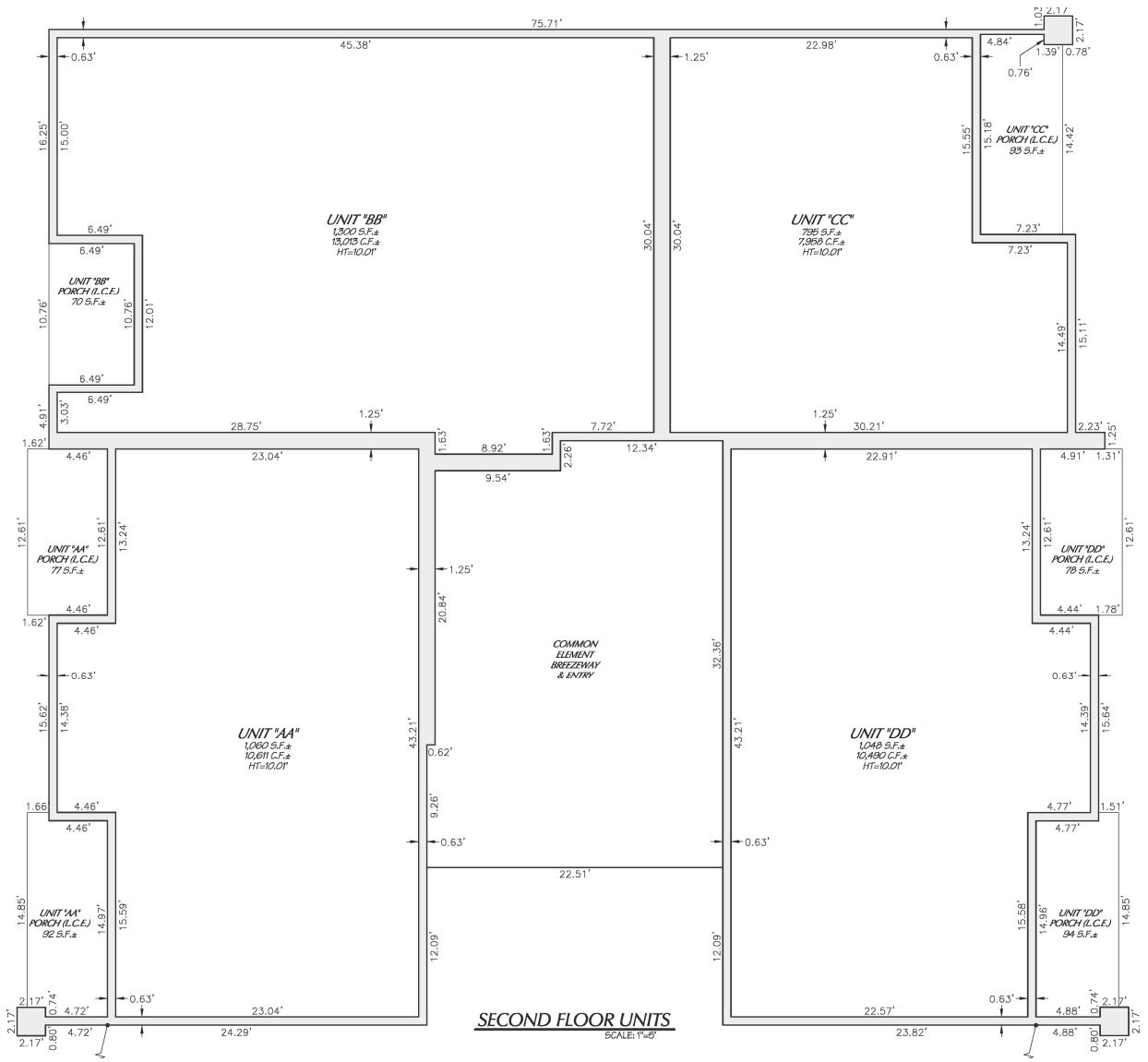
First Floor



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Second Floor



CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

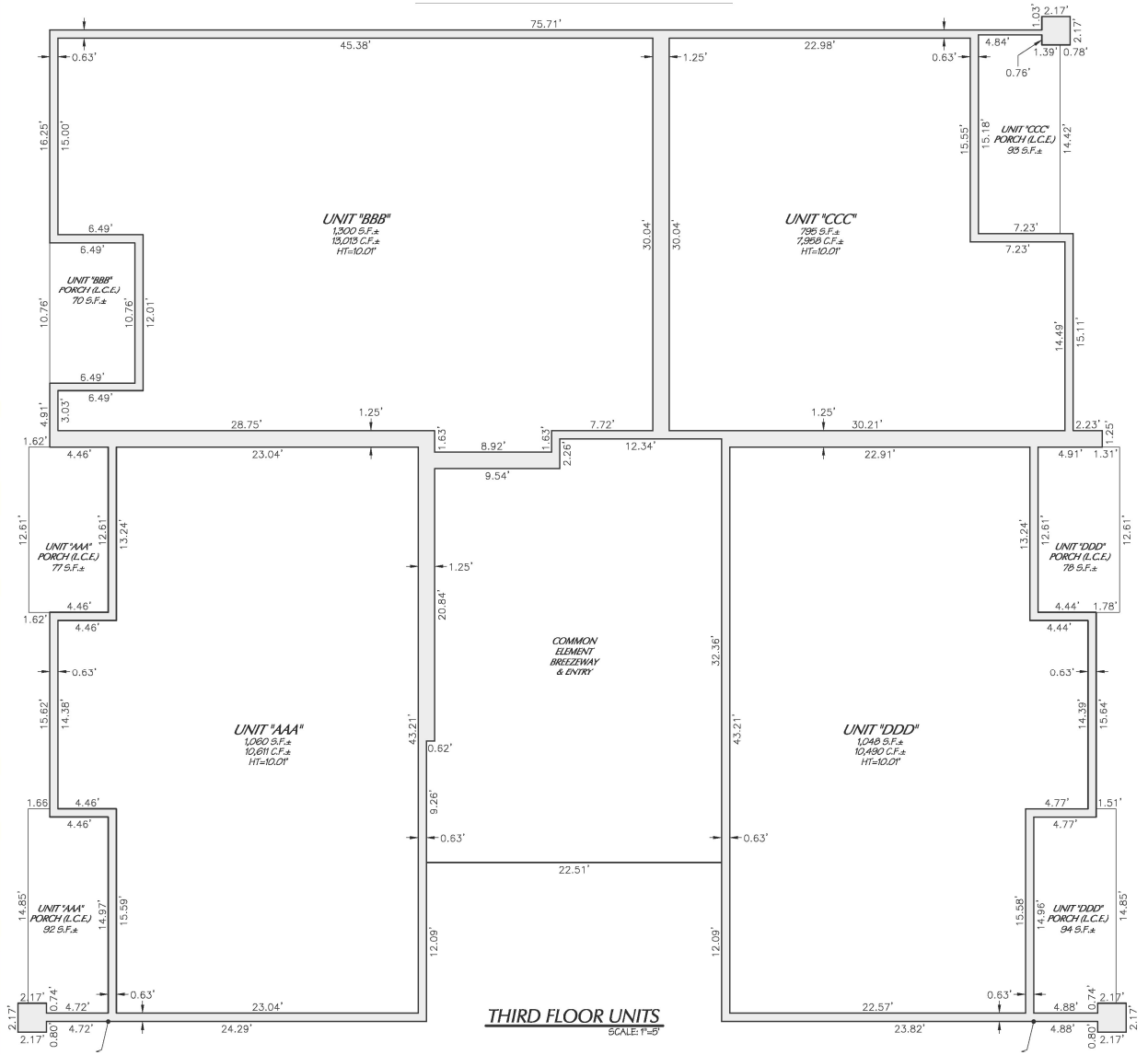
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Third Floor

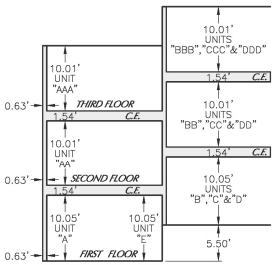
TEAM FLAGSTAFF

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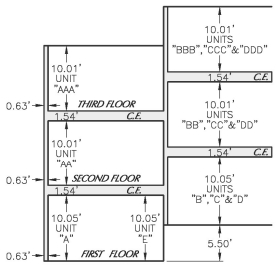
Vertical airspace and building identification

TEAM FLAGSTAFF
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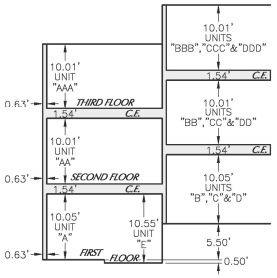
FINISH FLOOR ELEVATIONS
UNIT "A": 6900.85
UNITS "B", "C" & D": 6906.35
UNIT "E": 6900.85

BUILDING 9 ELEVATION
SCALE: 1"=10'



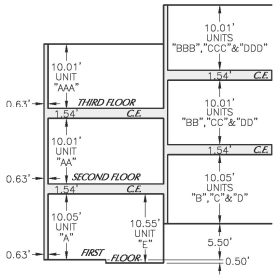
FINISH FLOOR ELEVATIONS
UNIT "A": 6902.90
UNITS "B", "C" & D": 6908.40
UNIT "E": 6902.90

BUILDING 10 ELEVATION
SCALE: 1"=10'



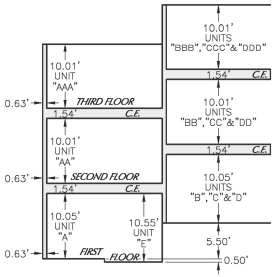
FINISH FLOOR ELEVATIONS
UNIT "A": 6902.62
UNITS "B", "C" & D": 6908.12
UNIT "E": 6902.12

BUILDING 11 ELEVATION
SCALE: 1"=10'



FINISH FLOOR ELEVATIONS
UNIT "A": 6902.09
UNITS "B", "C" & D": 6907.59
UNIT "E": 6901.59

BUILDING 12 ELEVATION
SCALE: 1"=10'

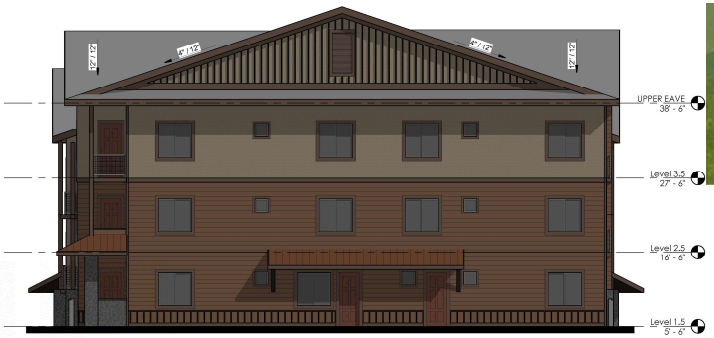


FINISH FLOOR ELEVATIONS
UNIT "A": 6901.56
UNITS "B", "C" & D": 6907.06
UNIT "E": 6901.06

BUILDING 13 ELEVATION



E1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



E6 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



A1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



A6 EAST ELEVATION
SCALE: 1/8" = 1'-0"



Building Elevations

(for reference only)



Findings and Recommendation

Required Findings

- Staff has found **the Final Plat meets the requirements** of:
  - City Code Title 10, Flagstaff Zoning Code
  - City Code Title 11, General Plans and Subdivisions
  - City Code Title 13, Engineering Design Standards & Specifications

Staff Recommendation

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

12. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Langley, Management Analyst
Date:	08/31/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Approval: Post-wildfire funding advocacy letter

STAFF RECOMMENDED ACTION:

Approve the post-wildfire funding advocacy letter

Executive Summary:

On June 18, 2021 Governor Ducey signed into law HB2001 appropriations; fire suppression. The bill makes funding available for wildfire initiatives, including post-fire hazard mitigation, but is limited to wildfires that occurred in fiscal year 2021. Post-wildfire flooding from the Museum Fire burn scar is therefore ineligible for funding. Staff have drafted a letter to Governor Ducey asking him to urge the legislature to expand the relevant statutes to allow funds from HB 2001 to be used for any post-wildfire impacts that are currently impacting a community.

Financial Impact:

None.

Policy Impact:

None.

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

This item supports the key community priorities of livable community, environmental stewardship and safe and health community.

Previous Council Decision on This:

N/A

Attachments: Letter

CITY OF
FLAGSTAFF

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

September 7, 2021

Governor Doug Ducey
1700 West Washington Street
Phoenix, Arizona 85007

Dear Governor Ducey,

The Flagstaff City Council would like to express our gratitude for the signing of House Bill 2001, which provides funding for mitigation proejcts to address post-fire flooding and financial assistance to public and private landowners for emergency repairs for infastructure damage. Unfortunately, HB 2001 can only be applied to damages caused by wildfires that occurred in fiscal year 2021.

The City of Flagstaff and Coconino County experienced the Museum Fire in the summer of 2019, which burned 1,961 acres and triggered evacuations of residents. A significant portion of the Spruce Avenue Watershed was burned, leaving neighborhoods below the watershed vulnerable to severe and life-threatening post-wildfire flooding. To date, the summer of 2021 has resulted in dangerous flooding within Flagstaff city limits and Coconino County, resulting in 88 homes experiencing interior damage, exterior damage, or both, leading to a total private property damage assessment of approximately $1,013,900. Public infastructure within the City has also been severely impacted, with an approximate $2.3 million in damages to date.

We urge you to provide executive support for the legislature to expand the relevant statutes to allow funds from HB 2001 to be used for any post-wildfire impacts that are currently impacting a community. These funds would assist Arizona residents in recovering from devastating post-wildfire flooding and would enable local governemnts to better mitigate against long-term impacts.

Thank you for your service to our state,

Paul Deasy,
Mayor, City of Flagstaff

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Gaillard, Fire Chief
Date:	09/03/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Adoption of Ordinance No. 2021-19: An ordinance amending Chapter 5 of the City Code pertaining to the establishment of fees for fire department services outside the City Limits.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2021-19 by title only for the final time
2) City Clerk reads Ordinance No. 2021-19 by title only (if approved above)
3) Adopt Ordinance No. 2021-19

Executive Summary:

Staff requests that City Council adopt clarifying language to improve the implementation of 5-01-001-0001 FIRE PROTECTION; COUNTY ISLANDS; AND OTHER SELECTED UNINCORPORATED PROPERTY. The ordinance provides clarity by specifying that the assessed value to be used for the purposes of determining fees is the same category of assessed value used by the City for determining taxes. Additionally, code language that had expired due to sunset provisions is removed.

Financial Impact:

The use of the Primary Net Assessed Value (Limited Cash Value) has the potential to lower City revenues 15%. An offsetting factor is the current assessed valuation is increasing by approximately 5% annually.

Policy Impact:

The ordinance will bring consistency to the determination of fees for service consistent with the manner the City determines taxes. The Primary Net Assessed Value (Limited Cash Value) will be used to compute fees vs. the Secondary Net Assessed Value (Full Cash Value).

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

Priority Based Budget Key Community Priorities and Objectives

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

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

Regional Plan

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

Has There Been Previous Council Decision on This:

Since 1986, the City Council has from time to time amended this code section. Most recently in November of 2018, The City Council affirmed the 18% surcharge and changed the City Code to also use the 18% when billing for responses to non-contracted parties. Additionally at that time, the City Council changed the use of the Consumer Product Index as an annual contract inflator to a flat 2% increase annually.

Options and Alternatives:

A. Approve the proposed ordinance and provide staff clarity on the use of assessed value.
B. Leave Chapter 5 of the City Code and direct staff to continue to use the Full Cash Value assessed value.

Background/History:

The City of Flagstaff has approximately 200 contracts with private property owners for Fire/Rescue/Emergency Medical Services to parcels outside the city limits. Additionally Two Fire Districts (Locket Ranch Fire District and Westwood Estates Fire District), contract for services via an intergovernmental agreement (IGA) for services.

Key Considerations:

For the purposes of calculating the fee, City practice has been to use the Secondary Net Assessed Value (sometimes referred to as the Full Cash Value) as provided by the Coconino County Assessor. Beginning in the 2015 tax year, changes in Arizona Tax Law were implemented due to the voter approved amendment to the state constitution known as Prop 117. This measure compelled Cities, Towns, and Fire Districts to use the Primary Net Assessed Value (sometimes referred to as the Limited Assessed Value.) In discussing the Lockett Ranch IGA with the City, it was pointed out that the methodology used by the City still used the Full Cash AV. In discussing this issue with the Finance Director Brandi Suda, she confirmed that the City had used the Full Cash AV but also converted to the Limited AV as required by Prop 117.

Staff believes the intent of the City Code is to apply a fee that is composed of applying the combined Primary and Secondary Tax rate to the same AV methodology used by the city and paid by (city residents) as applied to the protected contracting party and then add an 18% surcharge.

Attachments: Ord. 2021-19

ORDINANCE NO. 2021-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING SECTION 5-01-001-0001 OF THE FLAGSTAFF CITY CODE REGARDING FIRE PROTECTION SERVICES IN COUNTY ISLANDS AND OTHER SELECTED UNINCORPORATED PROPERTY; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City's fire protection rate, which applies to contracts with individuals and with fire districts in unincorporated areas of Coconino County, is based upon the primary and secondary property tax rates for the City of Flagstaff as determined by the City Council and collected by the County Assessor; and

WHEREAS, the City's costs to provide fire protection services have not declined; and

WHEREAS, the City desires a more efficient and equitable way to calculate non-contract rates to be fair to the City and the parties subject to the rates.

ENACTMENTS:

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

SECTION 1. SECTION 5-01-001-0001 of the Flagstaff City Code of Ordinances is hereby amended as follows, with deleted text stricken through and new text underlined:

A. The CITY ~~Flagstaff Fire Department is hereby authorized, but not required, to~~ MAY enter into service agreements TO PROVIDE FIRE PROTECTION SERVICES for the following areas not in the boundaries of the City, as recommended by the Fire Chief and approved by the City Manager:

1. Property surrounded by the City but not within the boundaries, i.e., County islands; or

2. Other unincorporated property as recommended by the Fire Chief and City Manager, and reviewed and approved by the City Council on a case-by-case basis.

THE MAXIMUM TERM OF A SERVICE AGREEMENT IS FIVE (5) YEARS.

B. The fire protection services ~~described above~~ BASE CONTRACT RATE ~~shall be provided only on the following basis:~~ SHALL BE ESTABLISHED USING THE CITY OF FLAGSTAFF PRIMARY TAX RATE PLUS THE SECONDARY PROPERTY TAX RATE FOR THE PRECEDING FISCAL YEAR, PER ONE HUNDRED DOLLAR ($100.00) OF THE ASSESSED VALUE OF THE PROPERTY LOCATED WITHIN THE CONTRACT SERVICE AREA, AS ESTABLISHED BY THE COCONINO COUNTY ASSESSOR ANNUALLY AND USED BY THE CITY FOR TAXATION OF PROPERTY, PLUS EIGHTEEN PERCENT (18%). THE BASE

CONTRACT RATE IS ESTABLISHED AT THE TIME OF CONTRACT FORMATION. IF THE SERVICE AGREEMENT HAS A TERM OF MORE THAN ONE (1) YEAR, THE CONTRACT RATE SHALL INCREASE BY TWO PERCENT (2%) ANNUALLY UNTIL THE EXPIRATION OR TERMINATION OF THE SERVICE AGREEMENT.

~~1. The fire protection services rate, beginning July 1, 2010, for fire districts and individual service contracts (including County islands), receiving services in fiscal year 2009-2010 under this section, shall be based on the actual fire contract amount established in fiscal year 2009-2010 in addition to a surcharge of eighteen percent (18%) of the fiscal year 2009-2010 contract amount (the "base contract rate").~~

~~2. The City may, at its sole discretion, offer an alternative funding schedule to those fire districts receiving fire protection services from the City in 2009-2010. The purpose of this alternative funding schedule will be to distribute the eighteen percent (18%) annual rate increase in 2010 over an ensuing contract period not to exceed five (5) years. It is intended that the annual increase will be equal to the total fees generated through the five (5) year contract period as if the eighteen percent (18%) increase was applied in 2010. In no instance shall the period allowed for the purpose of this funding alternative exceed a five (5) year time frame.~~

~~3. In addition to the eighteen percent (18%) contract increase, or the alternative multi-year increment, the base contract rate shall be increased on an annual basis by two percent (2%). This rate shall be applied to all fire districts and individual contracts developed under this section.~~

~~4. For all new contracts established after the effective date of the ordinance codified in this section, including fire districts, individual contracts, including County islands, the fire protection services rate shall be established using the City of Flagstaff primary and secondary property tax rate for the preceding fiscal year, per one hundred dollar ($100.00) assessed value of the affected property, as established by the most recent Coconino County Property Appraiser's Office, plus eighteen percent (18%); this will then become the base contract rate for those contracts.~~

C. In the absence of a written contract, an implied contract shall exist between the City and the property owner which provides for reimbursement to the City at an hourly rate (rounded to the nearest whole dollar) based on the average hourly full burden rate of a three (3) person engine/water tender company (current salary for top step captain/paramedic, engineer/paramedic, firefighter/paramedic) plus the hourly cost of the unit based upon the current cost set forth in the Arizona State Fire Agreement contract with the City of Flagstaff. For a battalion chief (BC) it is the hourly full burden rate (current hourly for top step) plus a flat rate for the vehicle based upon the rate in the current Arizona State Fire Agreement with the City of Flagstaff. A one (1) hour minimum will be assessed for all but false alarms.

1. This rate may be applied to other Fire Department costs, such as hazardous materials response or other auxiliary services.

2. In addition to the above rates, an eighteen percent (18%) surcharge will also be applied to the cost.

D. Extraordinary costs (costs greater than one thousand dollars ($1,000.00)), costs for equipment and supplies, and personnel costs necessary to maintain adequate City coverage may

also be recovered on a cost basis.

E. In a collection action to recover the City's costs based upon the implied contract referred to in subsection (C) of this section, the City is authorized to utilize all equitable and legal remedies, including a lien upon the affected property as provided in the Arizona Revised Statutes.

F. There shall be no duty for the City of Flagstaff to respond to property in an unincorporated area not covered by a fire contract. However, if a threat exists to the City of Flagstaff or other contract properties; or if, when dispatched, the Fire Department is not certain of the status of the property, the Fire Department responders shall have the discretion to act in the interest of public safety.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of September, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

13. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Deputy City Manager
Co-Submitter:	Greg Clifton
Date:	09/03/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Adoption of Ordinance No. 2021-20: An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Parks, Recreation and Open Space Division in City Code.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2021-20 by title only for the final time
2) City Clerk reads Ordinance No. 2021-20 by title only (if approved above)
3) Adopt Ordinance No.2021-20

Executive Summary:

In accordance with City Charter Article IV Section 1(a), the Council, by ordinance not inconsistent with the City Charter, shall provide for the organization, conduct, and operation of the several offices and departments of the City as established by the Charter, for the creation of additional departments, divisions, offices, and agencies, and for their consolidation, alteration, or abolition.

The City Manager's office has evaluated the organizational structure and has determined there is great benefit to having Parks, Recreation and Open Space be a separate division and part of the City's Leadership Team. This would move Parks, Recreation and Open Space from being a Public Works section to a division reporting to a Deputy City Manager.

In addition to the creation of this division, City staff wanted to make City Council aware the Public Works Director, Andy Bertelsen, will become the interim Water Services Director effective September 6, 2021. Given Mr. Bertelsen's move to Water Services, Scott Overton will become the interim Public Works Director effective on the same date.

Financial Impact:

There is budgetary impact when reclassifying the current Parks and Recreation Director from a Section Head to a Division Director. Funding will be discussed with the Budget Team.

The interim Water Services Director funding will be covered within the existing Water Service Administration budget and the interim Public Works Director will be covered within the existing funding split for the position.

Policy Impact:

This reorganization will impact the structure section of the Employee Advisory Committee policy 1-10-070 in the Employee Handbook of Regulations. If this ordinance is approved, the Employee Advisory Committee policy changes will be brought to City Council for consideration.

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

Priority Based Budget Key Community Priorities and Objectives

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

Has There Been Previous Council Decision on This:

No.

Attachments: Ord. 2021-20

ORDINANCE NO. 2021-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-18, ADMINISTRATIVE DEPARTMENTS, TO ESTABLISH THE PARKS, RECREATION AND OPEN SPACE DIVISION; PROVIDING REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this reorganization of City Divisions pursuant to the Flagstaff City Charter, Article IV, Section 1(a); and

WHEREAS, the City's needs are best met having a Parks, Recreation and Open Space Division.

ENACTMENTS:

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

SECTION 1. Amend City Code 1-18-001-0001

Flagstaff City Code Section 1-18-001-0001, Departments and Divisions Organized, is hereby amended as follows:

1-18-001-0001 DEPARTMENTS AND DIVISIONS ORGANIZED

DEPARTMENT HEADS: There will be two (2) departments and ~~ten (10)~~ ELEVEN (11) divisions in the City government and the respective department heads shall be deputy city managers who report directly to the City Manager.

The ~~ten (10)~~ ELEVEN (11) divisions shall be:

A. FIRE, headed by the Fire Chief.

B. POLICE, headed by the Police Chief.

C. PUBLIC WORKS, headed by the Public Works Director.

D. MANAGEMENT SERVICES, headed by the Management Services Director.

E. WATER SERVICES, headed by the Water Services Director.

F. COMMUNITY DEVELOPMENT, headed by the Community Development Director.

G. ECONOMIC VITALITY, headed by the Economic Vitality Director.

H. INFORMATION TECHNOLOGY, headed by the Information Technology Director.

I. HUMAN RESOURCES, headed by the Human Resources Director.

J. ENGINEERING and CAPITAL IMPROVEMENTS, headed by the City Engineer.

K. PARKS, RECREATION AND OPEN SPACE, HEADED BY THE PARKS, RECREATION AND OPEN SPACE DIRECTOR.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of September 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

13. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	08/18/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Approval of Contract: Lone Tree Overpass Project - Award of First Amendment to the Design-Build Services Agreement to Ames Construction.

STAFF RECOMMENDED ACTION:

1. Award the First Amendment to the Design-Build Services Agreement to Ames Construction of Phoenix, Arizona in an amount not to exceed $893,268.46; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

On February 2, 2021, the City Council awarded the first design phase services agreement to Ames. Over the past five (5) months, the team has worked to complete preliminary design, including: traffic volumes and modeling, the Traffic Impact Analysis Report for the future ADOT Route 66 intersection, Rio de Flag coordination with US Army Corps of Engineers, rail relocation with BNSF Railway, and general roadway, structures, right of way, and drainage design with City staff.

This First Amendment will provide for geotechnical analysis, utility potholing, property relocation services, and survey work.

Financial Impact:

The Lone Tree Overpass Project (north of Butler Avenue) is currently budgeted in FY2021-2022 in the amount of $8,686,681 in the Transportation Fund, Account Number 047-05-112-3054-6. The Lone Tree Corridor Project (south of Butler Avenue) is currently budgeted in FY2021-2022 in the amount of $250,000 in the Transportation Fund, Account Number 048-05-118-3495-6. Both funds will be utilized to complete the attached Project scope from Route 66 to Sawmill Road.

Policy Impact:

None.

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

Safe and Healthy Community -

- Foster a safe, secure, and healthy community.
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Inclusive and Engaged Community -

- Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure -

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Identify smart traffic management, multi modal transportation, and alternative energy opportunities.

Environmental Stewardship -

- Implement sustainable building practices and alternative energy and transportation options.
- Implement, maintain and further the Climate Action and Adaptation Plan.

Regional Plan – Goal T.2. -

- Improve transportation safety and efficiency for all modes**.**

Has There Been Previous Council Decision on This:

A previous City Council reviewed options for the Lone Tree Overpass bond project and directed Staff to prepare ballot language for a $73M bond project to be funded through secondary property tax in the 2018 election, which was passed by the Flagstaff voters.

On February 2, 2021, the City Council awarded the first design phase agreement to Ames.

Options and Alternatives:

1. Approve the First Amendment to the Design-Build Services Agreement to Ames as presented; or
2. Reject the First Amendment to the Design-Build Services Agreement and direct Staff to re-negotiate the terms and fee structure with Ames.

Background/History:

The Lone Tree Overpass has been a planned project for over a decade in the Flagstaff community. The Lone Tree Overpass Study, which evaluated conceptual design options for the bridge was completed in 2010. The goal of the Project is to provide better connectivity for the City's transportation network and provide a grade-separated crossing over the BNSF Railway corridor and the future Rio de Flag channel, which increases safety and convenience for multi-modal commuters.

The Overpass also coordinates with the future planned improvements of the Lone Tree Corridor reconstruction which was studied in a report completed in 2006. The Lone Tree Corridor and Overpass serves to connect the southern area of town with the Route 66 corridor and provides an option that reduces congestion on other roadway corridors.

A portion of the Lone Tree Corridor from Sawmill Road to Butler Avenue is included in this Overpass design. This section of the corridor was included at this time to provide a coordinated improvement north and south of the Butler Avenue Intersection.

In November 2018, the voters were asked to approve a ballot measure to fund the Overpass (Proposition

420) and a separate ballot measure to fund the Corridor Improvements (Proposition 419). Both propositions passed.

In the fall of 2020, Ames was selected by a six-member evaluation committee as the most qualified service provider for the Lone Tree Overpass Project ("Overpass" or "Project") pursuant to the evaluation and ranking process per A.R.S. sec. 34-603.

On February 2, 2021, Council awarded the first design phase services agreement with Ames. Over the past five (5) months, the team has worked to complete preliminary design, including: traffic volumes and modeling, the Traffic Impact Analysis Report for the future ADOT Route 66 intersection, Rio de Flag coordination with US Army Corps of Engineers, rail relocation with BNSF Railway, and general roadway, structures, right of way, and drainage design with City Staff.

Key Considerations:

There are many important considerations to the full development of the Lone Tree Overpass Project that the Project team will be coordinating, including:

- Extensive property acquisition and relocation of existing businesses and residents.
- Coordination with BNSF Railway for property and rail impacts.
- Coordination with the US Army Corps of Engineers for the future Rio de Flag Flood Control alignment.
- Economic Impact investigation and mitigation considerations.
- Coordination with Arizona Department of Transportation and integration of a new intersection at the proposed Lone Tree and Route 66 juncture.
- Adherence with our Climate Action and Adaptation Plan and Climate Emergency Plan.
- Coordination with the Southside Community Specific Plan.
- Coordination with the Active Transportation Master Plan for bike/ped connectivity and safety.
- Public Involvement.

With the preliminary design work completed this year, the Project is now ready to progress to geotechnical investigation, potholing, survey, and property acquisition relocation support, which will be funded by this First Amendment to the Design-Build Services Agreement.

Expanded Financial Considerations:

The Lone Tree Overpass Project is currently budgeted in FY2021-2022 in the amount of $8,686,681 in the Transportation Fund, Account Number 047-05-112-3054-6. The Lone Tree Corridor Project is currently budgeted in FY2021-2022 in the amount of $250,000 in the Transportation Fund, Account Number 048-05-118-3495-6. Both funds will be utilized to complete the attached project scope from Route 66 to Sawmill Road.

In November 2018, the voters were asked to approve a ballot measure to fund the Overpass (Proposition 420) and a separate ballot measure to fund the Corridor Improvements (Proposition 419). Both propositions passed.

Community Benefits and Considerations:

The Lone Tree Overpass will provide a new roadway corridor and bridge over the BNSF Railway and the future Rio de Flag Flood Control Project, providing connectivity between Butler Avenue and Route 66 in central Flagstaff. Multi-modal transportation and alternative intersection design will be included in this Project to enhance all modes of transportation. This Project will also be designed with consideration of goals from the City's Climate Action and Adaptation Plan and the Southside Neighborhood Plan. An Economic Impact Analysis will also be developed to evaluate impacts for changes in transit behavior which will help identify future needs or mitigation.

Community Involvement:

There was extensive public coordination with the development of both the Overpass concept study and the Corridor Study in the early 2000's. There was also outreach performed for Proposition 419 and 420. The First Amendment with Ames includes public participation meetings, neighborhood outreach, development of a website to provide information, Project renderings to improve understanding of the proposed Project elements, and general public coordination throughout the design and construction of the Project.

Expanded Options and Alternatives:

1. Approve the First Amendment to the Design-Build Services Agreement to Ames as presented; or
2. Reject the First Amendment to the Design-Build Services Agreement and direct Staff to re-negotiate the terms and fee structure with Ames.

Attachments:

First Amendment Lone Tree Overpass
Exhibit A Scope and Fee
Vicinity Map
Context Map

FIRST AMENDMENT

Lone Tree Overpass Project
Design-Build Agreement

Design Phase Services

Project No. 03-19004
Contract No. 2021-23

This First Amendment ("First Amendment") to the fully executed Design-Build Services Agreement No. 2021-23 dated 2/26/2021 (the "Agreement") for the City of Flagstaff Lone Tree Overpass Project (the "Project") is made and entered into this ____ day of _____, 2021, by and between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Ames Construction, with offices at 8333 E. Hartford Drive, Scottsdale, Arizona 85255.

The parties to the Agreement for the Project, the City of Flagstaff and Ames Construction, hereby agree to the following First Amendment; all other provisions of the Agreement shall remain unchanged in full force and effect. New text is underlined.

ARTICLE 5 – CONTRACT PRICE

5.2.2 – DESIGN

Design-Builder's First Amendment for additional design phase services shall be **eight hundred ninety-three thousand, two hundred and sixty-eight dollars and forty-six cents ($893,268.46).** The First Amendment shall be for the complete performance of the additional portion of work in accordance with the contract documents and exhibits listed below, which are part of this First Amendment, and which shall be incorporated into the Agreement by this First Amendment as if fully set forth therein.

> EXHIBIT A – Ames Construction/City of Flagstaff Lone Tree Overpass Design-Build Design; Design Services - Amendment #1 R1 and Attachments.

The total Contract Price under the Agreement, as amended by this First Amendment, shall be **three million, three hundred and sixty-nine thousand, six hundred and six dollars and seventy-three cents ($3,369,606.73).**

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above. This First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Ames Construction

By:_____

Title:_____

Dated:_____

Ames Construction
City of Flagstaff
Lone Tree Overpass Desgin-Build
Design Services - Amendment #1 R1



8/19/2021

Task #	Description	Cost
1	Geotech Investigation & Potholing	$113,711.54
2	Survey Support for Geotech Investigation & Potholing	$26,646.54
3	BNSF Coordination & Flaggers	$19,847.23
	Total Direct Cost Ames	$160,205.31
	Overhead @ 6%	$9,612.32
	Subtotal	$169,817.63
	Profit @ 8%	$13,585.41
	Subtotal Amendment #1 Ames	*$183,403.04*
	WSP Scope & Fee for Design Services Amendment #1	$365,929.50
4	Subcontracted Work Breakout	$61,900.00
5	Parcel Acquisition Coordination	$201,726.00
	Subtotal	$629,555.50
	Overhead @ 6%	$37,773.33
	Subtotal Design, ROW, Subcontracted Work	*$667,328.83*
	Design Services Amendment #1 Ames/WSP	**$850,731.87**
	Owner Contingency @ 5%	$42,536.59
	TOTAL DESIGN SERVICES AMENDMENT #1	***$893,268.46***

Assumptions:
1) Amendment #2 includes costs associated with Geotechnical Investigation Work within the Lone Tree Overpass Footprint.
2) Geotechnical Investigation cost for the BNSF Railway Lowering are not covered in this cost proposal and will be included in a later proposal. Geotechnical Investigation for the BNSF Lowering will be completed in the spring after the final alignment is aggreed to by the BNSF.
3) WSP's scope of work is attached as a seperate document.

Ames Scope of Work
Design Services Amendment #1 **8/17/2021**

Task No	Task Description	Item Description	Unit	Qty	Unit Cost	Task Manhours Weeks	Hrs/Wk	MH	MH Rate	Total
1	Geotech Investigation & Potholing	**Labor**								
	Ames management Support for WSP geotechnical investigation as outlined in thier proposal. Ames will also provide potholing/soft dig for utility locations identified on the attached map from Peak Engineering. **Contaminated Material Contingency:** This will be used to remove contaminated material from Geotegnical Investigations if encountered. **Geotech Support Contingencey:** This will be used for item such as constructing access for geotech investigation operations, sweeping, asphalt patches from potholing operations, etc. **Traffic Control Contingency:** For use if access is needed into Butler Road or Route 66 for site investigations.	Project Manager								$13,774.04
		Earthwork Superintendent								$45,807.69
		Project Engineer								$14,942.31
										$0.00
										$0.00
										$0.00
										$0.00
									Subtotal Labor	$74,524.04
		Non Labor								
		Misclaneous Pothole (SSC)	***See Taks No 4 for Costs***							$0.00
		Per Diem (Non-supervisor)	Day	25	$90.00					$2,250.00
		Per Diem (Supervisor)	Mo	3.75	$1,850.00					$6,937.50
		Western Tech - BTEX	***See Taks No 4 for Costs***							$0.00
		Contaminated Mtl-Contingenc	LS	1	$20,000.00					$20,000.00
		Geotech Support Contingency	***See Taks No 4 for Costs***							$0.00
		Traffic Control Contingency	LS	1	$10,000.00					$10,000.00
									Subtotal Non Labor	$39,187.50
									Task Total	$113,711.54

Task No	Task Description	Item Description	Unit	Qty	Unit Cost	Task Manhours Weeks	Hrs/Wk	MH	MH Rate	Total
2	Survey Support for Geotech Investigation & Potholing	**Labor**								
		Survey Manager								$3,236.54
	Survey crew for establishing elevations of utilities and limits of existing utilites for conflict identification. This will include sewer tie-in locations and water tie in locations.	Survey 2 Man Crew								$14,640.00
		Survey Cad Tech								$5,700.00
										$0.00
										$0.00
									Subtotal Labor	$23,576.54
		Non Labor								
		Per Diem (Laborer)	Day	30	$90.00					$2,700.00
		Per Diem (Supervisor)	Mo	0.2	$1,850.00					$370.00
										$0.00
										$0.00
										$0.00
									Subtotal Non Labor	$3,070.00
									Task Total	$26,646.54

Task No	Task Description	Item Description	Unit	Qty	Unit Cost	Task Manhours Weeks	Hrs/Wk	MH	MH Rate	Total
3	BNSF Coordination & Flaggers	**Labor**								
		Project Engineer								$1,494.23
		Safety Manager								$2,025.00
	BNSF coordination for geotechnical work withing the BNSF ROW.									$0.00
										$0.00
	BNSF Flagger Contingency: For costs associated with providing RR Flaggers where required during geotechnical investigation work for the scope defined in this Amendment.									$0.00
										$0.00
										$0.00
								Subtotal Labor		$3,519.23
	BNSF ERail Safe: ERail Safe training for this Amendment.	**Non Labor**								
		ROE Permit Application Fee	LS	1	$828.00					$828.00
	Exclusion: Cost of BNSF permits will be paid directly by the City of Flagstaff.	BNSF Flagger Contingency	LS	1	$15,000.00					$15,000.00
		BNSF ERail Safe	LS	1	$500.00					$500.00
										$0.00
										$0.00
										$0.00
								Subtotal Non Labor		$16,328.00
									Task Total	$19,847.23

Task No	Task Description	Item Description	Unit	Qty	Unit Cost	Task Manhours Weeks	Hrs/Wk	MH	MH Rate	Total
4	Subcontracted Work Breakout	**Labor**								
								0	$0.00	$0.00
								0	$0.00	$0.00
	These items breakout subcontracted work for markup purposes.							0	$0.00	$0.00
								0	$0.00	$0.00
								0	$0.00	$0.00
									Subtotal Labor	$0.00
		Subcontractor								
		Misclaneous Pothole (SSC)	Day	10	$3,152.00					$31,520.00
		Western Tech - BTEX	LS	1	$10,380.00					$10,380.00
		Geotech Support Contingency	LS	1	$20,000.00					$20,000.00
										$0.00
										$0.00
										$0.00
									Subtotal Non Labor	$61,900.00
									Task Total	$61,900.00

Task No	Task Description	Item Description	Unit	Qty	Unit Cost	Task Manhours Weeks	Hrs/Wk	MH	MH Rate	Total
5	Parcel Acquisition Coordination	**Labor**								
		ROW Coordinator								$5,400.00
										$0.00
	Flagstaff Parcel 18-A, not included in the Initial Phase 1 Design Services Contract. ROW coordinator time is for parcel 18-A.									$0.00
										$0.00
										$0.00
	Relocation Agent costs are for relocations identified on the ROW Acquisition Costs Spreadsheet.									$0.00
										$0.00
									Subtotal Labor	$5,400.00
		Non Labor								
		Title Reports	LS	1	$1,000.00					$1,000.00
		Acquisition Agent	LS	1	$9,000.00					$9,000.00
		Appraisals	LS	1	$3,500.00					$3,500.00
		Appraisal Reviews	LS	1	$1,500.00					$1,500.00
		Exhibits & Legals	LS	1	$3,500.00					$3,500.00
		Relocation Agent	LS	1	$177,826.00					$177,826.00
		Survey Cont. for ROW	LS	1	$0.00					$0.00
									Subtotal Non Labor	$196,326.00
									Task Total	$201,726.00

WSP USA
Contract No. 2021-23
LONE TREE OVERPASS
Project No. 03-19004

Scope of Work
For
Design Services Amendment 1
Geotechnical Investigation

August 2021

Scope of Services

GENERAL DESCRIPTION OF WORK:

WSP USA (WSP) will provide Design Services for the Lone Tree Overpass project for Ames Construction (Ames). The project involves the construction of a new connection between Lone Tree Avenue and Butler Avenue to the south and a new connection at US 66 to the north. The new roadway will provide an elevated grade separation of the new United States Army Corps of Engineers (USACE) Rio de Flag channel and the Burlington North-Santa Fe (BNSF) Railroad. The project area will extend to the drainage area for the project, which includes the Southside neighborhood to the west Cherry Hill to the north, the petroleum facility to the east, and Sawmill Road to the south. The limits of the economic impact study and traffic impact analysis will have similar limits with final limits determined during project development. Project limits will also extend east and west within the BNSF right-of-way to the extent required to complete the realignment of the railroad and associated work.

The project will be developed in multiple phases with scope specific to each phase of design. This Scope of Work covers the development of the Project Scope for Amendment 1 in order to provide Geotechnical Investigation services. Survey, Utility SUE, Right-of-Entry with BNSF, including BNSF specific insurance requirements, and field monitoring and disposal will be performed outside of this contract by Ames and others. It is anticipated that the work covered under this scope will have a duration of approximately 2 months.

WSP USA
Suite 405
1230 West Washington Street
Tempe, AZ 85281

Tel.: +1 480 966-8295
Fax: +1 480 966-9234
wsp.com

WSP will be supported during this phase by four subconsultants:

1. Geomechanics Southwest Inc for field exploration and drilling, inclusive of equipment required for the work.
2. Speedie and Associates for laboratory testing.
3. Trafficade for traffic control design, permitting, set-up, monitoring, and take down.
4. Private Utility for utility location within the drilling location areas.

Additional subconsultants, if needed, will be added to the project with approval of Ames and the City through contract modification. The scope of work for each identified subconsultant is attached at the end of this document.

TASK 1.0 - PROJECT MANAGEMENT AND COORDINATION

The work under this task will provide general project management and coordination activities during this phase of the project. This task includes meetings, project documentation, coordination with subconsultants, and development of meeting agendas, minutes, and action item logs.

SUBTASKS:

TASK 1.1: Project management work will include project set-up for this phase, coordination with Ames Construction, monthly invoicing, onboarding and coordination with subconsultants, and project tracking.

TASK 1.2: This phase will require project coordination with WSP Staff, Ames Construction, subconsultants, City of Flagstaff, ADOT, and BNSF. It is anticipated that a coordination meeting will be required with BNSF prior to any activities within their right-of-way to discuss boring locations, equipment set-up, access, and work activities. This meeting will be held virtually. Additionally, it is assumed that there will be one preactivity meeting prior to actual field activities. This meeting may be held in the field but will be attended virtually by staff who are not required to be in the field. It is anticipated that meetings will be attended by the Design Manager, Senior Geotechnical Engineer, Project Engineer, and the Environmental Coordinator. An agenda will be prepared for all meetings and meeting minutes will be taken during the meeting and distributed to attendees after the meeting is completed.

TASK 1.3: This task will provide the Project Quality Assurance for this phase. The Quality Assurance Manager will review all deliverables developed during this phase for adherence to the PSQMP.

ASSUMPTIONS: It is assumed that meetings will be virtual and do not require travel.

DELIVERABLES: Meeting Agenda (Electronic PDF), Meeting Minutes (Electronic PDF),

TASK 2.0 - ENVIRONMENTAL

The Work under this task includes development of a Field Monitoring Plan to support the field investigations conducted during this phase. Previous investigations performed by USACE in the area of indicated the potential presence of hydrocarbons near the locations of planned borings. WSP will develop a monitoring plan based on this information to be implemented during the field work.

SUBTASKS:

TASK 2.1: Preparation of a field monitoring plan that will describe the requirements to investigate and sample, handle, and track hazardous materials present in soil, groundwater, surface water, wastewater or impacted water, that may be encountered during field investigations during this phase of the project.

It is anticipated that field monitoring will be required to occur continuously when contractors are disturbing the upper few feet of soil and on-call as needed based on crews identifying suspicious material at greater depths.

TASK 2.2: WSP will review field reports from the field monitoring. Changes to the monitoring plan may be recommended by observed conditions as additional information is obtained from these field reports.

DELIVERABLES: Field Monitoring Plan (Electronic PDF) (Draft and Final)

TASK 3.0 – GEOTECHNICAL

The Work under this task includes a geotechnical field exploration and laboratory testing, geotechnical and pavement analyses, and development of reports presenting recommendations for the project.

SUBTASKS:

TASK 3.1(A): This task includes a field investigation using geotechnical borings and laboratory testing to develop an understanding of the subsurface conditions and development of a subsurface profile for design. WSP will subcontract with Geomechanics Southwest Inc. to complete the borings. A summary of the planned borings is shown in the following table.

Feature	No. of borings	Approx. Depth of Borings (ft)	Planned Drill Method	Anticipated Traffic Control
Bridge	10	70-100	Auger/Air/Core	N/A
Retaining Walls	4	40	Auger/Air/Core	N/A
Roadway	13	10	Auger	Shoulder/Lane closures

It is anticipated that some of the roadway borings may require traffic control consisting of temporary lane and/or shoulder closures to safely complete the drilling. WSP will subcontract services from Trafficade to provide traffic control devices for both conditions, as required.

The auger borings listed in the above table will be advanced to the depths shown or terminated in bedrock or at auger refusal, whichever is reached first. Standard SPT and ring samplers will be driven to collect in-situ soil samples on 5-foot or less intervals in the augered portion of the borings. Borings at the bridges will be advanced past the soil horizon and into the bedrock as noted in the table using NQ or HQ rock coring equipment to reach the desired depth. All borings will be backfilled with drill cuttings at the completion of drilling and those completed in the roadway will be backfilled with quick set concrete in the upper foot. If groundwater is encountered, borings will be backfilled in accordance with ADWR requirements.

Arizona Blue Stake (AZ811) will be contacted to locate public utility lines near each boring location. This activity will be completed prior to subsurface drilling activities. In addition, select borings not within City right-of-way will be cleared of utilities using the services of a private utility locator.

Prior to mobilizing to the field, a site health and safety plan will be developed for the field investigation program. The plan will identify and discuss methods of minimizing hazards associated with working along the existing roadway, working in rugged terrain; and working around drilling equipment.

Appropriate laboratory tests will be performed to evaluate soil properties and characteristics for engineering analysis and design as required for the various planned project features. The laboratory tests will include the following types of tests depending upon purpose of the borings, project features and encountered soils.

- Sieve Analysis
- Atterberg Limits
- Moisture Content
- Unit Weight
- Consolidation
- Direct Shear
- R-Values
- Moisture-Density Relationships
- pH & Resistivity
- Chlorides & Sulfates
- Unconfined Compression – rock
- Point Load Test- rock

Laboratory testing will be completed by Speedie And Associates.

Additional testing may be required for drainage elements for the project. This field exploration and testing for drainage elements is not included in this phase and will be deferred to a future phase of the work.

TASK 3.2: This task includes geotechnical analysis of the collected field data to develop geotechnical recommendations for the project features, including recommendations for foundations, retaining walls, subgrade, and general earthwork.

TASK 3.3: This task includes analysis to develop pavement structural section recommendations for the various pavements on the project, including Lone Tree, Butler Avenue, connections to Business 40 and other local roads. The analyses will generally be performed in accordance with AASHTO and/or ADOT pavement design procedures.

TASK 3.4: This task includes the preparation of a Geotechnical Report (draft and final) presenting recommendations for select project features. The report will generally include the following:

- Descriptions of the field investigations completed.
- Laboratory test results.
- Regional and local geology.
- Descriptions of the engineering geology, geologic hazards, geotechnical profile, relevant geologic cross sections, and groundwater conditions encountered at the site.
- Logs of test borings with site plans showing their locations.
- Photographs of recovered rock core.
- Recommendations for the various project features:

- Structures, including foundation capacities, lateral earth pressures, and related design parameters using LRFD design methods.
- Roadway embankments, including material types and suitability for use in embankments, foundation conditions and subgrade treatments and improvements, settlement impacts and remediation and earthwork factors.
- Temporary and permanent cut and fill slopes, including slope stability analyses for permanent embankment fill slopes,
- Impacts of compressible, hydro-collapsible, and/or expansive soils, if present, and proposed mitigations.
- Corrosion potential of soils on construction materials.
- Pavement recommendations for non-ADOT roadways.

- Foundation data sheets will be prepared by WSP for inclusion in the bridge plan set.

TASK 3.5: This task includes the preparation of a Pavement Design Summary and Materials Design Report (PDS/MDR) for ADOT pavements associated with the connection to Business 40 / US-66. An initial and final report will be prepared generally following the procedures outlined in the ADOT Pavement Design Manual.

ASSUMPTIONS:

1. Field explorations will occur during daytime hours. A single mobilization of drilling equipment is planned. The borings are accessible with the planned equipment. Grading for boring access, if needed, will be performed by others. Drilling will occur at times when temperatures are above freezing. Traffic control will not require off-duty officers.
2. Pavement design procedures will be in accordance with AASHTO/ADOT methods and meet or exceed City minimums, where appropriate.
3. In-situ sampling of soils for environmental evaluations associated with Phase 1 or follow up phase ESA's shall be separate from the geotechnical exploration and are typically completed in advance of the geotechnical drilling to clear the area for non-hazardous waste drilling. No environmental constraints related to the field explorations are assumed.

DELIVERABLES: Geotechnical Report (Electronic PDF) (Draft and Final), PDS/MDR (Electronic PDF) (Initial and Final)

SUBCONSULTANTS

WSP will be supported during this phase by four subconsultants:

1. Geomechanics Southwest Inc for field exploration and drilling, inclusive of equipment required for the work.
2. Speedie and Associates for laboratory testing.
3. Trafficade for traffic control design, permitting, set-up, monitoring, and take down.
4. Private Utility for utility location within the drilling location areas.

Additional subconsultants, if needed, will be added to the project with approval of Ames and the City through contract modification. The scope of work for each identified subconsultant is attached at the end of this document.

PAYMENT TERMS

This work will be performed by WSP and its Subconsultants on a time and material basis utilizing the billable rates as shown in the attached fee proposal, not to exceed $365,929.50 based on the scope outlined herein. If additional scope is required, a subsequent contract modification will be submitted at Ames' direction. WSP will invoice Ames for the actual hours of the work and expenses incurred as required for the Scope of Work.

EXCLUSIONS:

Services excluded from this Scope of Work include, but are not limited to:

1. Field Survey – To be provided by Ames and incorporated into schematic design.
2. Permits and associated fees except as specifically included within this scope of work.
3. Outside agency costs required for site access or project plan reviews, such as BNSF review, flaggers, utility costs, insurance requirements, etc.

OTHER INFORMATION REQUIRED (FROM OTHERS):

Items required for successful completion of the work include:

1. Right of Entry onto BNSF property, to be completed by AMES Construction.

CONTINGENCY

No Contingency is anticipated for this phase of the Project.

ATTACHMENTS

1. Scope and Fee Proposal from Geomechanics Southwest Inc.
2. Scope and Fee Proposal from Speedie and Associates
3. Scope and Fee Proposal from Trafficade
4. Scope and Fee for Private Utility

Contract No.: 2021-23

Lone Tree Overpass

New Contract:

Contract Mod: X No. 1

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Manhours	% of Total Hours	Billable Hourly Rate	Estimated Labor Costs
Project Principal	2	0.1%	$290.00	$580.00
Design Manager	14	1.0%	$235.00	$3,290.00
Sr Project Engineer	256	19.1%	$225.00	$57,600.00
Project Engineer	0	0.0%	$155.00	$0.00
Engineer	606	45.3%	$125.00	$75,750.00
Senior Designer	0	0.0%	$150.00	$0.00
Designer	176	13.2%	$95.00	$16,720.00
CADD Tech / Graphics	40	3.0%	$110.00	$4,400.00
Senior Geologist	174	13.0%	$300.00	$52,200.00
Env. Coordinator	34	2.5%	$200.00	$6,800.00
PI Specialist	0	0.0%	$145.00	$0.00
Sr Economist	0	0.0%	$155.00	$0.00
Sr Planner	0	0.0%	$120.00	$0.00
Planner / GIS	24	1.8%	$95.00	$2,280.00
Accountant	4	0.3%	$120.00	$480.00
Administration	8	0.6%	$90.00	$720.00
TOTAL Hours	1,338			
			Sub-Total Labor Expense:	$220,820.00

ESTIMATED DIRECT EXPENSES

Outside Reproduction	$0.00
Courier/Postage	$0.00
Mileage	$1,322.50
Travel	$6,275.00
Miscellaneous Expenses	$0.00
Sub-Total Direct Expenses:	$7,597.50

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Subconsultant	Method of Compensation	DBE	Fee
GSI	Unit Rate	No	$112,632.00
Speedie (Lab)	Unit Rate	No	$16,755.00
Trafficade	Unit Rate	No	$6,415.00
Private Utility	Unit Rate	No	$1,710.00
		Sub-Total Outside Services Expense:	$137,512.00

ESTIMATED TOTAL

TOTAL ESTIMATED COST: $365,929.50

CONTRACT TIME: 2 months
(Phase 1 Design Services Only)

CONTINGENCY (0%) $0.00

Signature

9 Aug 21
Date

Lone Tree Overpass

Contract No. 2021-23

TASK/DISCIPLINE	Project Principal	Design Manager	Sr Project Engineer	Project Engineer	Engineer	Senior Designer	Designer	CADD Tech / Graphics	Senior Geologist	Env. Coordinator	PI Specialist	Sr Economist	Sr Planner	Planner / GIS	Accountant	Administration	Total
1.0 PROJECT MGMT	2	14	0	0	14	0	0	0	14	6	0	0	0	0	4	8	62.0
2.0 ENVIRONMENTAL	0	0	0	0	0	0	0	0	0	28	0	0	0	24	0	0	52.0
3.0 GEOTECHNICAL	0	0	256	0	592	0	176	40	160	0	0	0	0	0	0	0	1,224.0
PROJECT TOTAL HOURS	2	14	256	0	606	0	176	40	174	34	0	0	0	24	4	8	1338

Lone Tree Overpass
Contract No. 2021-23

1.0 PROJECT MGMT TASK DESCRIPTION	Total Hours	Project Principal	Design Manager	Sr Project Engineer	Project Engineer	Engineer	Senior Designer	Designer	CADD Tech / Graphics	Senior Geologist	Env. Coordinator	PI Specialist	Sr Economist	Sr Planner	Planner / GIS	Accountant	Administration
1.1 Project Management (2 Month Duration)	22	2	8													4	8
1.2 Project Meetings	0																
1.2A BNSF Coordination Meeting (1 Total, 2 hours)	8		2			2				2	2						
1.2B Preactivity Meeting (1 Total, 4 hours)	16		4			4				4	4						
1.2C Meeting Preparation and Minutes (2 Total)	4					4											
1.3 Quality Program	12					4				8							
	0																
SUBTOTAL 1.0 PROJECT MGMT	62	2	14	0	0	14	0	0	0	14	6	0	0	0	0	4	8

Task Cost: $ 12,220.00

Lone Tree Overpass
Contract No. 2021-23

2.0 ENVIRONMENTAL TASK DESCRIPTION	Total Hours	Project Principal	Design Manager	Sr Project Engineer	Project Engineer	Engineer	Senior Designer	Designer	CADD Tech / Graphics	Senior Geologist	Env. Coordinator	PI Specialist	Sr Economist	Sr Planner	Planner / GIS	Accountant	Administration
2.1 Hazardous Materials Monitoring Plan	40										16				24		
2.2 Field Observation Report Review	12										12						
	0																
	0																
SUBTOTAL 2.0 ENVIRONMENTAL	52	0	0	0	0	0	0	0	0	0	28	0	0	0	24	0	0
																Task Cost:	**$ 7,880.00**

Lone Tree Overpass
Contract No. 2021-23

3.0 GEOTECHNICAL TASK DESCRIPTION	Total Hours	Project Principal	Design Manager	Sr Project Engineer	Project Engineer	Engineer	Senior Designer	Designer	CADD Tech / Graphics	Senior Geologist	Env. Coordinator	PI Specialist	Sr Economist	Sr Planner	Planner / GIS	Accountant	Administration
3.1 Geotech Field Exploration/Lab Testing	600			80		360		80		80							
3.2 Geotech Analysis	164			40		60		40		24							
3.3 Pavement Analysis	124			32		60		24		8							
3.4 Geotech Report (Foundation, Roadway, Pavement)	248			80		80		24	24	40							
3.5 ADOT Pavement Report (PDS/MDR)	88			24		32		8	16	8							
	0																
SUBTOTAL 3.0 GEOTECHNICAL	1224	0	0	256	0	592	0	176	40	160	0	0	0	0	0	0	0
																Task Cost:	**$ 200,720.00**

Lab Testing by Speedie

Test	# units		Rate	Total
Grain Size Analysis	10	@	$ 80.00	$ 800.00
Dry Unit Weight and water contet	19	@	$ 25.00	$ 475.00
Water Content	22	@	$ 15.00	$ 330.00
Atterberg Limits	22	@	$ 75.00	$ 1,650.00
One Dimensional Consolidation	6	@	$ 125.00	$ 750.00
Direct Shear (Insitu or remolded)	11	@	$ 450.00	$ 4,950.00
Expansion (swell)	1	@	$ 130.00	$ 130.00
R-Value	6	@	$ 325.00	$ 1,950.00
Determination of pH & Resistivity Soil	8	@	$ 180.00	$ 1,440.00
Sulfate content of Soil	8	@	$ 65.00	$ 520.00
Chloride content of Soil	8	@	$ 65.00	$ 520.00
Unconfined compressive Strengh Rock	30	@	$ 50.00	$ 1,500.00
Rock Core density	30	@	$ 40.00	$ 1,200.00
Moisture Density Relationship (Proctor)	4	@	$ 135.00	$ 540.00
				$ 16,755.00

Traffic Control

Shoulder/Turn lane Closure	6	@	$ 515.00	$ 3,090.00
Lane Closure	5	@	$ 665.00	$ 3,325.00
				$ 6,415.00

Private Utility Locate

Mob/demob	6	@	$ 165.00	$ 990.00
Utility locates	4	@	$ 180.00	$ 720.00
				$ 1,710.00

GSI Drilling (see quote) **$ 112,632.00**

Lone Tree Overpass
Contract No. 2021-23

DIRECT EXPENSES									
ITEM						**No.**	**Unit Cost**	**Cost**	
Outside Reproduction									
11"□1□"□□□□□□□□□□r□							$ 1.25	$ -	
11"□1□"□□□□□□□□□□□ □							$ 0.50	$ -	
8□□"□□11"□□□□□□□□□□r□							$ 0.75	$ -	
8□□"□□11"□□□□□□□□□□□ □							$ 0.25	$ -	
□"□□10"□□□rd□□□□□□□ □□□r□□□□r□□0□ □□□□d□							$ 0.50	$ -	
							SUB-TOTAL:	$ -	
Courier/Postage/Overnight Mail									
Courier						0	$ 7.95	$ -	
Postage							$ 0.50	$ -	
Overnight Mail						0	$ 5.00	$ -	
							SUB-TOTAL:	$ -	
Mileage									
Site visits	5 mtgs	@	300 miles	roundtrip		1500	$ 0.575	$ 862.50	
Daily Travel	25 mtgs	@	20 miles	roundtrip		500	$ 0.575	$ 287.50	
Boring layout	1 mtgs	@	300 miles			300	$ 0.575	$ 172.50	
		@				0	$ 0.575	$ -	
		@				0	$ 0.575	$ -	
							SUB-TOTAL:	$ 1,322.50	
Travel									
Airfare		@	3 trips	@	$400 RT	0	$ 400.00	$ -	
Airfare		@		@		0	$ -	$ -	
Meals	1 staff	@	25 days	@	$66/day	25	$ 66.00	$ 1,650.00	
Lodging	1 staff	@	25 days	@	$115/day	25	$ 115.00	$ 2,875.00	
Rental Car	1 staff	@	25 days	@	$70/day	25	$ 70.00	$ 1,750.00	
							SUB-TOTAL:	$ 6,275.00	
Miscellaneous Expenses									
Database ERIS Reports									
Phone Support									
Virtual Meeting Mailer									
Translation Services									
Meeting Boards									
Streetlight Subscription (if not obtainable from the City or MetroPlan)									
Undefined Expenses									
							SUB-TOTAL:	$ -	
TOTAL DIRECT EXPENSES									
							TOTAL:	**$ 7,597.50**	

ATTACHMENT 1

SCOPE AND FEE FROM GEOMECHANICS SOUTHWEST INC.

Geomechanics Southwest, Inc.

5435 W. Mohave Street
Phoenix, Arizona 85043
602-252-0559
www.gsidrilling.com

AROC 079441 / ADWR 498

Date: July 8, 2021
Proposal # [9021P]

Mr. Kevin Porter, P.E.
WSP USA
1230 W. Washington Street, Suite 405
Tempe, Arizona 85281
kevin.porter@wsp.com

RE: Lone tree roadway Project – Flagstaff, Arizona

SCOPE:

- **Provide a CME-75HT 2wd truck-mounted drill rig and a CME-75HT track-mounted drill with required support equipment including HQ3 wireline coring equipment, 5-in Tubex dth casing advance and a 3-man crew.**
- **Tubex/Sample/Core ten (10) bridge borings to a maximum depth of 100-ft (760-ft TOTAL).**
- **Auger/Sample/Core four (4) retaining wall borings to a depth of 40-ft (160-ft TOTAL).**
- **Auger/Sample thirteen (13) roadway borings to a depth of 10-ft (130-ft TOTAL)**
- **Traffic control will be the responsibility of others.**
- **GSI will provide non-Potable water from the Flagstaff reclaimed water services for coring.**
- **GSI will permit and grout any borings that encounter gw per ADWR, charges will apply.**
- **GSI will provide BNSF training for crews prior to arrival.**

ITEM	QUANTITY	UNITS	UNIT PRICE	LINE TOTAL
Mobilization / Demobilization * Track-Mounted Drill	1	EACH	2400.00	$2,400.00
Mobilization / Demobilization ** Truck-Mounted Drill	1	EACH	1850.00	$1,850.00
Daily Prep / Local Travel / Interim Travel	44	HOURS	210.00	$9,240.00
Tubex / Sample	210	L.F.	35.00	$7,350.00
Auger / Sample	250	L.F.	15.00	$3,750.00
Core Drilling	590	L.F.	49.00	$28,910.00
Core Bit / Fluid Charges	590	L.F.	12.50	$7,375.00
Core Boxes	59	EACH	12.50	$ 737.50
Standby / Access / Safety / Move Drill (est.)	25	HOURS	210.00	$5,250.00
Geotech Ring Set: set of 6 w/sleeve (est.)	27	EACH	18.50	$ 499.50
Support Track (borings S3, S8)	5	DAYS	250.00	$1,250.00
Support Truck / Air Compressor	25	DAYS	550.00	$13,750.00
Water Truck 2000 gallon	25	DAYS	400.00	$10,000.00
Additional Crew Member (Tubex/Core Borings) (est.)	160	HOURS	50.00	$8,000.00
Asphalt Patching	10	EACH	15.00	$ 150.00
Concrete Patching per ADOT 10/60	1	EACH	75.00	$ 75.00
Auger Bit Wear – Per 100-ft	2	EACH	250.00	$ 500.00
ADWR on-line permitting (if gw)	1	SEC 22	225.00	$ 225.00
Grout Abandonment (if gw) (est.)	200	L.F.	8.00	$1,600.00
Crew Expenses (3-men) lodging $94.00 per man	20	NIGHTS	282.00	$5,640.00
Crew Expenses (3-men) M&IE $42.00 per man	10	DAYS	126.00	$1,260.00
Crew Expenses (3-men) M&IE $56.00 per man	15	DAYS	168.00	$2,520.00
BNSF Training/Badging	1	EACH	300.00	$ 300.00
			ESTIMATED TOTAL	**$112,632.00**

GSI assumes 25 days on site with mobilization.

*** Mobilization / Demobilization track-mounted rig was derived as follows: 7 hours of roundtrip travel and 3 hours of prep at rig rate of $240/hr. for a total of $2,400.00**

**** Mobilization / Demobilization 2wd truck-mounted rig was derived as follows: 7 hours of roundtrip travel and 3 hours of prep at rig rate of $185/hr. for a total of $1,850.00**

We at Geomechanics Southwest Inc., appreciate the opportunity to provide you with an estimate. If you have any questions, please don't hesitate to call or email us. We look forward to hearing from you soon.

Respectfully submitted by,

GEOMECHANICS SOUTHWEST, INC.

Mike Shelquist 07/08/2021
Mike Shelquist
Operations Manager – Phoenix

WSP 070821 Lone tree roadway

ATTACHMENT 2

SCOPE AND FEE FROM SPEEDIE AND ASSOCIATES

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

LABORATORY FEE & RATE SCHEDULE

Code	Description	Price
Soil & Aggregate Testing		
100	Sample Preparation (Per Hour)	$60.00
101	Sieve Analysis	$80.00
102	Sieve Analysis With Hydrometer	$175.00
103	Plasticity Index (Dry Prep)	$75.00
104	Plasticity Index (Wet Prep)	$165.00
105	Moisture Density Relations (Standard)	$135.00
106	Moisture Density Relations (Modified)	$155.00
107	Moisture Density Relations (Standard - 1 Point)	$65.00
108	Moisture Density Relations (Modified - 1 Point)	$65.00
109	Swell Test	$130.00
110	Consolidation Test	$125.00
111	Consolidation Test (Timed/Rebound)	$250.00
114	Moisture Content	$15.00
115	Dry Density & Water Content of Undisturbed Sample	$25.00
116	pH Determination	$60.00
117	Resistivity of Soils	$120.00
118	Soluble Salt Content	$65.00
119	Chloride Content of Soils	$65.00
120	Sulfate Content of Soils	$65.00
121	Loss on Ignition (Organic Content)	$75.00
129	R-Value	$325.00
130	C.B.R. - 1 Point	$290.00
131	C.B.R. - 3 Point	$580.00
132	Shear Test (Per Point - Saturated)	$200.00
133	Shear Test (Per Point - Dry)	$150.00
134	Triaxial Compression (3 Points) (Quote)	Quote
135	Unconfined Compression	$50.00
136	Permeability Test (Constant Head)	$325.00
137	Flexible Wall Permeability (ASTM 5084)	$325.00
138	Specfic Gravity of Soils	$90.00
139	Fine Aggregate Specific Gravity & Absorption	$100.00
140	Coarse Aggregate Specific Gravity & Absorption	$75.00
141	L.A. Abrasion	$150.00
142	Sand Equivalent (Dry: Average of 3)	$90.00
148	Sodium Sulfate Soundness (Coarse or Fine)	$200.00
149	Magnesium Sulfate Soundness (Coarse or Fine)	$200.00
153	Percent Carbonates in Aggregate, ARIZ 238	$300.00
154	Coating Index of Mineral Aggregate	$200.00
155	Unit Weight & Voids Content of Aggregate	$100.00
156	Durability of Aggregate (Coarse or Fine)	$200.00
157	Effect of Organic Impurities	$450.00
161	Pit Run Sieve Analysis (Up to 6" Maximum Size)	$165.00
162	Soil Cement or Lime Mix Design	$1,000.00
163	Compressive Strength (Per Specimen)	$50.00
164	Preparation of Compressive Strength Specimen (Loose Material)	$50.00
165	Rock Core Density	$40.00
166	Uncompacted Voids in Fine Aggregate	$150.00
170	Sand Equivalent (Wet: Average of 3)	$200.00
171	Moh's Hardness of Aggregate	$50.00
172	Lime Content of Soil-Lime Mixtures by Titration (Quote)	Quote
173	Redox (Oxidation Reduction Potential)	$150.00
174	Sulfide in Soil	$65.00
176	Torvane Shear	$175.00
179	Expansion Index	$150.00
180	Porosity with Specific Gravity	$200.00
181	C-33 Testing (Coarse & Fine Aggregate) - Quote	Quote
202	Point Load Strength Index of Rock	$250.00
203	Unconfined Compressive Strength of Rock Core	$50.00

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

LABORATORY FEE & RATE SCHEDULE

Code	Description	Price
Asphalt Testing		
300	Sample Preparation (Per Hour)	$60.00
301	Asphalt Content by the Ignition Method with Gradation	$175.00
302	Asphalt Content by the Ignition Method	$135.00
303	Marshall Unit Weight on Premixed Asphalt Concrete (Set of 3)	$135.00
304	Marshall Unit Weight, Stability & Flow on Premixed Asphalt Concrete	$165.00
305	Gyratory Unit Weight on Premixed Asphalt Concrete (Set of 2)	$250.00
306	Maximum Theoretical Density of Asphalt Concrete (Rice)	$150.00
307	Bulk Density and Thickness of Compacted Bituminous Mixtures	$35.00
308	Measured Thickness of Compacted Bituminous Mixtures (Cores)	$15.00
309	Sawcutting or Splitting of Asphalt Cores (Per Cut)	$25.00
310	Moisture Content of Asphalt Concrete	$30.00
311	Nuclear Asphalt Content Gauge Calibration	$1,000.00
312	Calibration of Ignition Furnace (Per Mix)	$1,000.00
316	Bulk Density of Paraffin Coated Specimens (Cores)	$75.00
317	Bulk Density of Paraffin Coated Specimens (Remolded)	$190.00
320	Nuclear Gauge Asphalt Content (Per Sample)	$100.00
321	Asphalt-Rubber Friction Course Mix Design (Quote)	Quote
322	Marshall Mix Design Verification/Checkpoint	$1,500.00
323	ADOT/MAG/Asphalt Institute Marshall Mix Design	$3,000.00
324	SHRP Volumetric Mix Design	$5,000.00
325	Artificial Grading of Aggregate (ADOT 244)	$500.00
326	Marshall Unit Weight on Lab Prepared Asphalt Concrete (Set of 3)	$160.00
327	Marshall Unit Weight on Lab Prepared Asphalt Concrete with Stability & Flow	$190.00
328	Immersion Compression of Asphalt Concrete (Set of 6)	$800.00
329	Tensile Strength Ratio of Asphalt Concrete (Set of 6)	$800.00
330	Gyratory Test Specimens Prepared at Single Binder Content	$500.00
342	Viscosity of Asphalt-Rubber	$100.00
343	Crumb Rubber Gradation	$75.00
344	Moisture Content of Crumb Rubber	$25.00
345	Detection of Metal in CRM Rubber	$50.00
346	Ductility of Asphalt-Rubber Binder (Quote)	Quote
347	Specific Gravity of Crumb Rubber	$120.00
348	Penetration, Resilience or Softening Point of Bitumen	$100.00
373	Asphalt Retention Factor, Rush (Per Lot)	Quote
374	Residue in Emulsified Asphalt	$100.00
375	Emulsified Asphalt Testing - Complete (Quote)	Quote
376	Abson Recovery, Viscosities & Penetration on Asphalt (Quote)	Quote
377	Asphalt Retention Factor (Set of 4)	$2,500.00
378	Preformed Expansion Joint Filler (Quote)	Quote
379	Rejuvenating Fog Seal Testing - Complete (Quote)	Quote
380	Coating and Stripping of Bitumen - Aggregate Mixture (Quote)	Quote
381	Asphalt Binder Verification (Quote)	Quote
382	SHRP Volumetric Mix Design Verification/Checkpoint	$2,000.00
383	Asphalt-Rubber Binder Design (non-ADOT Method) (Quote)	Quote
396	Specfic Gravity of Bituminous Materials	$100.00
397	Artificial Grading of Aggregate (Single Product)	$250.00
398	Asphalt Mixture Properties (per sample)	$450.00
399	Solvent Extraction (Per Sample)	$500.00

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

LABORATORY FEE & RATE SCHEDULE

Code	Description	Price
Concrete Testing		
500	Specimen Trimming (Per Cut)	$15.00
501	Concrete Cores (End Preparation & Compressive Strength)	$60.00
502	Unit Weight of Hardened Concrete	$40.00
503	Compressive Strength of Mortar (2 x 4)	$15.00
504	Compressive Strength of Mortar (2 x 2)	$15.00
505	Compressive Strength of Grout Prisms	$20.00
506	Compressive Strength of Concrete Cylinders (4 x 8)	$15.00
507	Compressive Strength of Concrete Cylinders (6 x 12)	$25.00
508	Tensile Strength of Concrete Cylinders (4 x 8)	$15.00
509	Flexural Strength of Concrete Beam (Per Specimen)	$65.00
510	Absorption of Brick/Paver (each, 3 min.)	$50.00
511	Compressive Strength of Brick/Pavers (each, 3 min.)	$50.00
512	Concrete Mix Design (Quote)	Quote
513	Mix Design/Restrained Expansion/Sulfate Resistance (Per Trial) (Quote)	Quote
514	Concrete Resistance to Sulfate Attack (Per Trial)(Quote)(Quote)	Quote
515	Restrained Expansion of Concrete (Per Trial) (Quote)	Quote
516	Length Change of Hardened Concrete	$450.00
517	Chemical Analysis of Portland Cement (Quote)	Quote
518	Chloride and/or Sulfate Content of Concrete (Quote)	Quote
519	Set Time	$200.00
520	Water Soluble Chloride (ASTM C1218)	$350.00
521	Thickness of Hardened Concrete (Cores)	$20.00
522	Air Content of Mortar	$125.00
523	Mortar Mix Design (Quote)	Quote
524	Compressive Strength (Non-Standard Specimen) (Quote)	Quote
525	Slurry/CLSM Mix Design (Quote)	$500.00
526	Compressive Strength of Concrete Cylinders (3 x 6)	$15.00
529	Compression of Grouted or Ungrouted Masonry Prism	$175.00
530	Dimensional Tolerances of Brick (per specimen)	$35.00
531	Squareness of Brick (per specimen)	$25.00
532	Density, Absorption, and Voids in Hardened Concrete (per specimen)	$125.00
698	Miscellaneous Testing (Quote)	Quote

ATTACHMENT 3

SCOPE AND FEE FROM TRAFFICADE

WSP

Attn: Kevin Porter
Lo: Various Locations, Flagstaff AZ.
Bid Date: 6/9/2021

01B

WE PROVIDE:

BARRICADES

TRAFFIC CONTROL

TRAFFIC PLANS

PLATES & SHORING

PAVEMENT MILLING

SAWING & CORING

BARRIER WALL

SAFETY SUPPLIES

CUSTOM SIGNS

SIGN INSTALLATIONS

ASPHALT PAVING

Locations:

Phoenix
2533 W. Holly St.
Phoenix, AZ 85009
(602) 431-0911

Chandler
17046 S. Weber Dr.
Chandler, AZ 85226
(602) 431-0911

Tucson
2802 N. Flowing Wells Rd
Tucson, AZ 85705
(520) 624-0465

Prescott
11580 E. Santa Fe Loop
Dewey, AZ 86327
(928) 759-0094

Flagstaff
5301 E. Commerce Ave.
Flagstaff, AZ 86004
(928) 759-0094

Yuma
3178 33rd Place, Suite A
Yuma, AZ 85365
(928) 344-5046

*TRAFFIC CONTROL ESTIMATED DAILY RENTAL COST**

R1, R6, R8, R11, R12 OR R13: typical 1-direction edgeline OR typical 1-direction turn lane closure – Work Area: 50 FT.

- Estimated rental cost per day is $40.00*.
- Estimated initial charge for sale items & (1) TCP is $115.00*.
- Estimated labor cost for the initial set up OR final pick up is $120.00* per occurrence.

R4, R7, R8, R9, OR R10: typical 1-direction single lane closure – Work Area: 50 FT.

- Estimated rental cost per day is $130.00*.
- Estimated initial charge for sale items & (1) TCP is $115.00*.
- Estimated labor cost for the initial set up OR final pick up is $140.00* per occurrence.

EXCLUSIONS:
Municipal Plan Review Fee, Permit Fees, Shadow Truck, Project Specialty Signs, Concrete or Water Filled Barrier Wall, Flagman, Police Officers, Stand by Time, ADA Ramp, ADA Compliance.

***TERMS / CONDITIONS:**

- Invoices will be based off the actual ticketed equipment and / or labor delivered to the job.
- This quote is valid for 60 days. If work starts after 60 days, then Trafficade reserves the right to nullify this quote and re-quote at its own discretion.
- Sales tax is not included and will be added to all billings. Tax rate subject to change if the prevailing rate changes.
- 0% Retention

Trafficade Estimator: Luis Aguilar
602-431-0911 - luis@trafficade.com

ATTACHMENT 4

SCOPE AND FEE FROM PRIVATE UTILITY

USGroundZero Utility Locates LLC
15301 N 183rd Dr.
Surprise, AZ 85388
(480) 868-0504
(602) 366-0686
c.torrez@usgzutilitylocates.com

INVOICE: P2934
DATE: 06.16.21

AUTHORIZATION TO PROVIDE SERVICES

BILL TO: WSP USA

NAME: Kevin Porter, P.E

ADDRESS: 1230 W. Washington St, Ste 405
Tempe, AZ 85281
Kevin.porter@wsp.com

PHONE: (480) 449-4933

JOB LOCATION: 11 drilling locations

NAME: Commercial Property

ADDRESS: Flagstaff, AZ

HOME PHONE:
WORK: (480) 907-4626

JOB DESCRIPTION:
Will locate "private traceable utilities" within a 25' radius of (9) drilling locations. Not all lines may be located due
to public utilities and non-traceable utilities in area.
*Public bluestake should be notified for verification. (811) No public utilities will be located per ACC.
Billing at $165/hr dispatch fee x 6 = $990.00
Billing at $180/hr x 4 hr minimum = $720.00
Total: $1,710.00 (Proposal is void after 30 days.)

The Customer agrees that services performed under this Agreement by USGroundZero Utility Locates, LLC, may result in less than all buried lines, pipes and other items being located due to local soil conditions and other unforeseen variables in attempting to locate items buried beneath the soil. It is further agreed that USGroundZero Utility Locates, LLC, has given no guarantee or warranty, implied or expressed, that it will be able to locate any or all buried items contracted for. It is understood that USGroundZero Utility Locates, LLC's services are limited to a "best effort basis" only. No one, be it salesperson, firm or corporation, shall be authorized to agree or assume for USGroundZero Utility Locates, LLC, any other liability in connection with contracting of services hereunder. In the event that the customer suffers damage of any kind as a result of USGroundZero Utility Locates, LLC's failure to locate any or all other buried items contracted for, be it by negligence or otherwise, then in that event, the parties hereto agree that recoverable damages from USGroundZero Utility Locates, LLC, shall be limited to the customers actual damages or an amount not exceeding the contract price, whichever is the lesser. The sum is agreed to for liquidated damages with the understanding that U/SGroundZero Utility Locates, LLC, has not guaranteed or warranted its performance in any manner.

The Customer agrees to pay to USGroundZero Utility Locates, LLC, the charges set forth above. Payment shall be made upon receipt of the service or billing date, whichever occurs first. In the event payment is not made within such time period, customer agrees to pay interest at the rate of 2.5% per month (24%) per annum on the unpaid balance from the date of the completion of service or date of billing, whichever occurs first. In the event it is necessary to refer customer's account for collection, customer hereby agrees to pay all costs of collection including attorney's fees incurred.

The terms and conditions as stated above on this Agreement are incorporated herein by this reference. By his/her signature below, Customer acknowledges they have read and received a copy of it.

I hereby acknowledge the satisfactory completion of the above described work.

Customer's Signature _____ Date _____

Western Technologies Inc.
The Quality People
Since 1955

2400 East Huntington Drive
Flagstaff, Arizona 86004-8934
(928) 774-8700 • fax 774-6469

AUTHORIZATION FOR SERVICE

CLIENT NO. P.O. OR W.O. NO. **2581PE284** WT JOB NO.

CLIENT **AMES CONSTRUCTION** EVENT / INVOICE NO. LAB NO.

ATTN: MR. DARIN BAILEY AUTHORIZED BY DATE

8333 EAST HARTFORD DRIVE FUNCTION CODE

SCOTTSDALE, ARIZONA 85255

TELEPHONE NO. **602-319-5207** FAX NO. **EMAIL: DARINBAILEY@AMESCO.COM**

PROJECT NAME **LONE TREE OVERLAY OF BRIDGE – ENVIRONMENTAL MONITORING**

PROJECT LOCATION **LONE TREE, FLAGSTAFF, ARIZONA**

COPIES OF REPORT TO: **MR. DARIN BAILEY**

VERBAL REPORTS TO: **MR. DARIN BAILER**

WT PAY CODE	SCOPE OF WORK WESTERN TECHNOLOGIES INC. WILL FURNISH THE MATERIALS AND LABOR NECESSARY TO PERFORM THE FOLLOWING SERVICES PERTAINING TO THE ABOVE PROJECT
_____	1 The Client has requested WT conduct environment monitoring during the assessment of the parcels associated with the Lone Tree Overlay of the Bridge. WT considered **20** hours of project management for this project at a fee rate of **$135.00** per hour (total **$2,700.00**).
_____	2 WT will observe the field activities associated with pot hole excavations and drilling conducted at the proposed seven locations within Ames identified parcels 104-04-011D, 104-01-019, 104-01-020D, 104-01-023, 104-01-093, 104-01-097D, and 104-01-098A. WT assumes that the Project can be completed in level D personal protective clothing. Field screening equipment will be used to monitor air conditions during field activities. The field screening equipment fee is **$75.00** per day (considered 8 days thus a total of **$600.00**). WT considered an estimate of **30** hours of field time at a fee rate of **$80.00** per hour (total **$2,240.00**).
_____	3 WT will collect soil samples based on field observations and screenings. WT considered up to two samples per excavation or boring. These samples will be documented on a chain-of-custody record and stored in a cooler with ice and shipped to the Arizona Department of Health Services licensed laboratory. The laboratory will be instructed to analyze the samples on a standard 7- to 10--working day basis, from the date of receipt by the laboratory.
_____	4 The soil samples will be submitted to the laboratory and analyzed for BTEX (benzene, toluene, ethylbenzene and total xylenes) using EPA method 8260, polynuclear aromatic hydrocarbons using EPA method 8270C SIM, and Toxicity Characteristic Leaching Procedure for the 8 Resource Conservation and Recovery Act metals using EPA method 1311. The analytical results will be compared to applicable regulatory action levels and landfill disposal levels. The fee for the analysis of one sample with these analyses is **$310.00**. For a total of 14 soil samples analyzed the fee is **$4,340.00**.
_____	5 A letter summarizing field activities and field reading will be provided along with the analytical reports with the chain-of-custodies. The reporting fee estimate is **$500.00**. The total fee for WT's services is estimated at **$10,380.00**. Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our current fee schedule attached hereto.

THE DEFINED WORK ASSIGNMENT WILL BE COMPLETED BY (DATE): **TBD**

FEES FOR SERVICES

FEES FOR THESE SERVICES WILL BE: (**A**) LUMP SUM OF
(**B**) IN ACCORDANCE WITH ATTACHED FEE SCHEDULE WITH AN ESTIMATED MAXIMUM OF **$10,380.00**
PAYMENT FOR SERVICES WILL BE PAID: ☐ IN ADVANCE ☒ DUE IN FULL UPON INVOICING

SPECIAL INSTRUCTIONS:

☐ RECEIVED BY DATE

☒ PROPOSED BY **SUSAN B. KALETA** DATE **8/13/2021**

THE "STANDARD TERMS AND CONDITIONS" ATTACHED TO THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACTURAL AGREEMENT. AMONG OTHER THINGS, THE STANDARD TERMS AND CONDITIONS LIMIT THE LIABILITY OF WESTERN TECHNOLOGIES INC. ("WT") TO CLIENT. TOGETHER WITH THE FOREGOING SCOPE OF WORK AND THE RELATED FEES AND CHARGES, THE STANDARD TERMS AND CONDITIONS COMPRISE THE ENTIRE AGREEMENT (THE "AGREEMENT") BETWEEN CLIENT AND WT WITH RESPECT TO THE SCOPE OF WORK.

IN THE EVENT A WRITTEN MASTER AGREEMENT, SIGNED BY BOTH CLIENT AND WT, IS PRESENTLY IN EFFECT THAT BY ITS TERMS IS INTENDED TO GOVERN THE SCOPE OF WORK DESCRIBED ABOVE, THEN THE TERMS AND CONDITIONS OF SUCH AGREEMENT SHALL CONTROL IF IN CONFLICT WITH THE STANDARD TERMS AND CONDITIONS ATTACHED TO THIS FORM.

THE UNDERSIGNED, ACTING AS A DULY AUTHORIZED REPRESENTATIVE OF CLIENT, HAS REVIEWED THE ABOVE SCOPE OF WORK AND RELATED FEES AND CHARGES AND ALL OTHER PARTS OF THE AGREEMENT, AND HEREBY ACCEPTS THE AGREEMENT AND AUTHORIZES WT TO PROCEED.
CLIENT: **AMES CONSTRUCTION**

BY (SIGNATURE) DATE

PRINT NAME TITLE

COMMENTS:

Susan B Kaleta 8-13-2021

COMPLETED / APPROVED BY WT PROJECT MANAGER DATE

408 © 05/05/04 WTI, Inc.

STANDARD TERMS AND CONDITIONS

The Agreement between **Western Technologies Inc.** ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. WT makes and intends no other warranty or representation, express or implied. WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that it has no right to rely on, and that there will be no, express or implied recommendations or opinions of any sort from field or lab technicians.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF $50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

5.4 EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.

5.5 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

7.4 Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

120 © 06/27/14 WTI, Inc.

CURRENT WT FEE SCHEDULE

ENVIRONMENTAL SERVICES

Project Principal	$ 150.00 Hr
Project Director	$ 135.00 Hr
Certified Industrial Hygienist	$ 140.00 Hr
Project Manager	$ 125.00 Hr
Senior Project Engineer/Geologist/Scientist	$ 85.00 Hr
Project Engineer/Geologist/Scientist/Industrial Hygienist	$ 80.00 Hr
Senior Graphics Technician	$ 75.00 Hr
Clerical Support Services	$ 50.00 Hr
Safety Equipment, Per Man, Per Day	$ 75.00 Ea
Field Sampling Equipment, Per Day	$ 75.00 Day
Field Monitoring Equipment, per instrument per day	$ 75.00 Day
Polarized Light Microscopy (PLM), 5-day	$ 11.00 Ea
Phase Contrast Microscopy (PCM), 24-hour	$ 20.00 Ea
Transmission Electron Microscopy (TEM), 24-hour	$ 120.00 Ea
Volatile Organic Compounds (VOCs Full List 8260B), 5 to 7 day	$ 105.00 Ea
Polynuclear Aromatic Hydrocarbons (PAHs 8310), 5 to 7 day	$ 105.00 Ea
Mileage	$ 0.65 Ea
Any Other Analytical Chemistry Services	by quote
Subcontracts/Materials/Supplies/Expendables	cost + 20%

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SERVICE AGREEMENT

August 17, 2021

Specialized Services Company, an **Arizona Corporation** ("**SSC**" and/or "**Specialized Services**"), 2001 W**.** North Lane, Phoenix, Arizona, 85021, proposes to furnish and provide all labor, material, and equipment necessary to provide the following services for **Ames Construction** (the "Client"):

Services to be performed: Vacuum excavation services as required at Client-designated sites.

Time or Location of Performance: Lone Tree Project – Flagstaff, AZ

Scope of Work: **See Attachment A**

Payment Terms: Net 30 days

Any alteration or deviation from the specifications contained in this proposal involving extra cost for material, labor, or other expenses resulting from the alteration or deviation from the specification will only be executed upon written orders for same and will require extra charges over the sum quoted in this proposal. All agreements will be made in writing.

SPECIALIZED SERVICES COMPANY

By: _____
Arvid Veidmark III – Executive Vice President

Client's Acceptance:
Specialized Services Company is hereby authorized to furnish all labor, equipment, and other resources required to complete the work described in this proposal as required by the Client, for which the Client agrees to pay the amount specified in said proposal and according to the terms thereof. Should either party to this Agreement be in default and the contract placed in the hands of a third party for collection, or if suit is brought thereon, the undersigned organization, or person or persons or either, agree to pay reasonable collection or attorney's fees, plus default interest at 1.5 % per month in addition to the amount due thereon for the expenses of collection.

All parties agree that a facsimile transmission of the signature constitutes an original and binding document. The laws of the State of Arizona shall govern this Agreement and suits may only be brought in Arizona courts.

Signature Corporate Officer: _____ Date: _____

Authorized to sign for: _____ (Print company name)

Print Name: _____ Title: _____

ATTACHMENT A

This Attachment A is specifically incorporated into and made a part of the Service Agreement between Specialized Services Company and the Client.

Scope of Work:
SSC will provide a vacuum truck and crew to vacuum excavate and expose utilities or provide vacuum excavation as directed by the Client. SSC will temporarily backfill all holes temporarily with native material. SSC will dump all remaining spoils onsite at a location designated by the Client. SSC will patch all holes in asphalt or concrete with temporary cold patch.

Proposal:

Schedule of Values (VacMaster System 4000 Air Vac):

$225.00 per hour when crew(s) arrives at jobsite until crew(s) leaves jobsite, 4 hr. min.
Mobilization for the crew(s) is $160.00 per hour portal to portal, 1 hr. Min.
Saturday/Sunday/Holiday/Overtime work is $235.00 per hour when crew(s) arrives at jobsite until crew(s) leaves jobsite, 4 hr. min.

- SSC will supply the Client with a hand-written Utility Report for each utility located, included in hourly rate.
- Additional crewmembers are $48.00 per hour.
- All holes in asphalt or concrete will be patched with temporary cold patch and backfilled with native soil unless noted otherwise, backfilling is temporary.
- Any utility we pothole where we encounter slurry backfill or concrete encasement will require 2 holes, one on either side of the encasement to confirm the depth on each side.
- The Client or Owner is responsible for all compaction testing on holes.
- Overnight stay for the crew will be billed at a nightly per diem rate of $320.00 per night.
- Traffic control, temporary fencing, shoring, permits and barricades provided at cost + 15%.

Note: Estimated totals for hours are estimates only, final quantities will be based on completed hours accumulated in the field upon completion of the project.

Comments:

A. SSC will keep daily logs and sign-off sheets on site for hour/hole projects. The Client is responsible for having a representative on-site to sign-off on a daily basis. If the Client does not have a representative on-site to sign-off, then the Client agrees to accept all hour/holes billed by SSC backed up by the daily logs.

B. SSC is not responsible for cleaning-out excavations dug by SSC crews that become filled with rain run-off, debris from broken water, sewer, and force main or pressurized lines that fill the hole or cause settlement. The Client and SSC will mutually determine additional compensation for SSC's time and materials to clean out any excavations.

C. SSC reserves the right to subcontract any portion of the work listed in the scope and inclusions as needed to maintain the Clients schedule.

D. SSC is not responsible for any holes that settle regardless of the backfill and restoration method.

E. Mobilization of equipment and personnel for this project will be subject to availability of equipment on a first come-first served basis at the time of an executed subcontract.

F. Where safety is an issue an additional crewmember may be required, this would be if excavating in a pit over 4' deep or in an area where 3 crewmembers are needed to run the job safely. Where this is the case the additional crewmember will be charged to the job at the rate listed on page 2.

G. During the course of the agreement if a project arises that has Davis-Bacon Wages, SSC reserves the right to increase the hourly rate to compensate for the increase in hourly pay to the crew members.

H. Customer understands and agrees that services performed using electronic utility locating may result in less than all buried lines, pipes and other items from being located. Electronic utility locating can be used to provide a starting point of locating of private utilities, followed by vacuum excavation to confirm the exact elevation and location of the identified utility.

I. A pre-lien notice will be mailed on all projects and is not a reflection on the integrity of any Owner, Contractor or Subcontractor.

Exclusions:

Specialized Services Company is not responsible for the following:

A. De-watering of any type if ground water is encountered during excavation or potholes

B. Replacement of any permanent concrete replacement such as sidewalk or driveways and any compaction testing on the holes after backfilling.

C. Supply, setup, tear down, and removal of any temporary fencing of entire job site, pits & equipment

D. Permits, bonds and sales taxes (SSC Bond rate 2.5%)

E. Special insurance, special wording including but not limited to additional insured on forms CG2010 ($100.00 per additional insured listed) & CG2037 ($500.00 per additional insured listed).

F. Construction water and/or fire hydrant hook-ups and any meters

G. Security personnel to protect the job site

H. Steel plates of any size to cover the hole or excavation

I. Pea-gravel to backfill potholes

J. Slurry to fill excavations or potholes

This offer is good for 15 days from date of issue.

Project Information Sheet

Please help us to provide you with the best service by providing this basic project and administrative information.

Project Name: _____

Actual Address: _____

Project Owner: _____

Field Contact: _____ Phone #: _____

Billing Contact: _____ Phone #: _____

E-Mail Address for Invoices: _____

Job #/PO # to Reference on Invoices: _____

Any other information that might be helpful for us to know:

_____

_____

_____

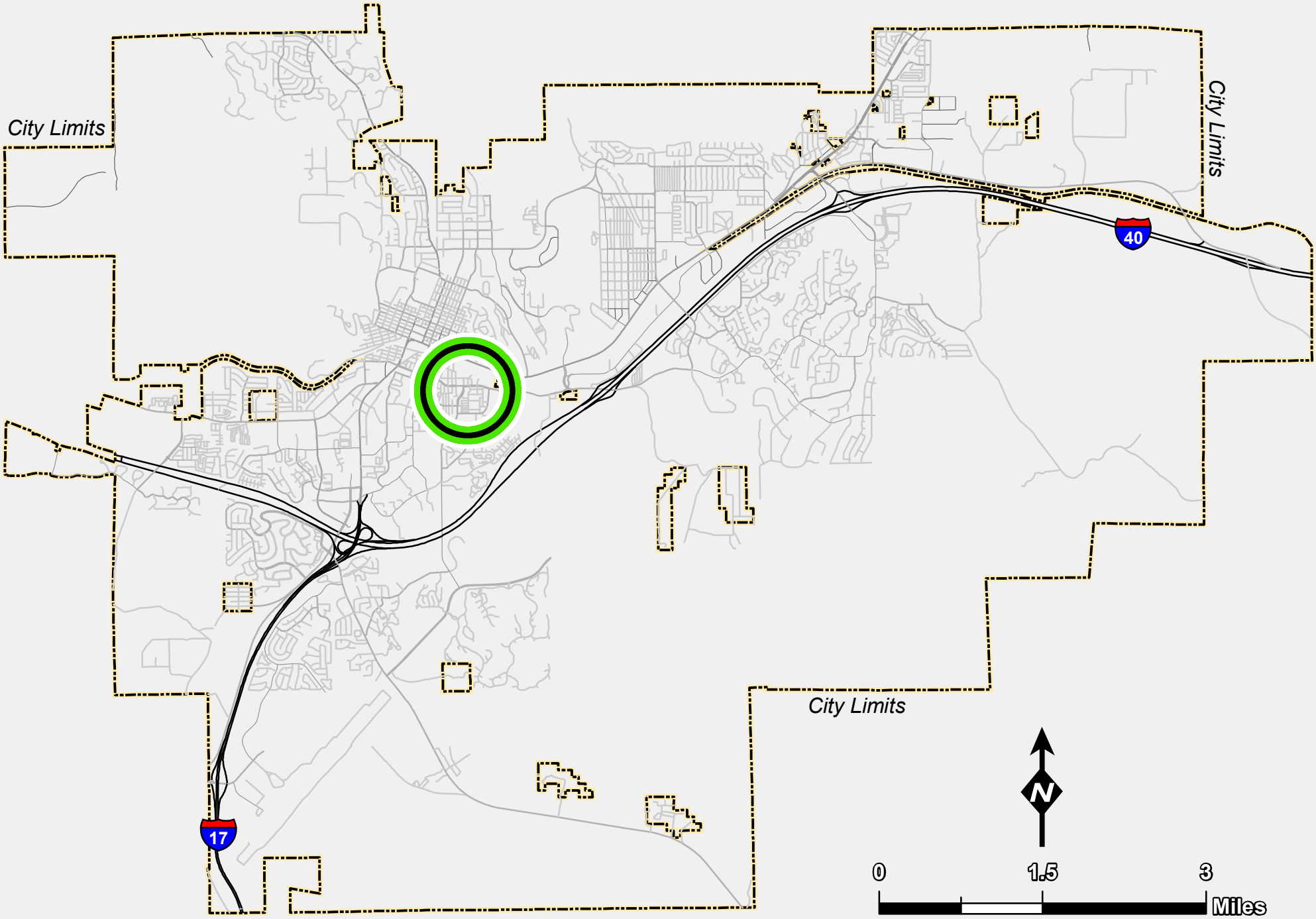
_____

Thank you!



Lone Tree Overpass and Corridor Improvements
Vicinity Map

Lone Tree Overpass and Corridor Improvements



13. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Planning Development Manager
Date:	08/20/2021
Meeting Date:	09/07/2021

TITLE:

Consideration and Approval of Preliminary Plat: Case No. PZ-17-00175-04 Miramonte Birch & Verde, LLC requests Preliminary Plat approval for Miramonte at Birch Avenue. The subdivision consists of 24 residential condominium units, located at 304-316 E Birch Avenue. The condominium plat is on 0.53 acres in the T4N.1 (Transect) Zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation of approval (5-0, unanimously), approve the Preliminary Plat.

Executive Summary:

Miramonte at Birch Avenue is a residential condominium subdivision development that consists of 24 dwelling units on 0.53 acres located at 304-316 E Birch Avenue. The project is a 3-story building in the T4 Neighborhood (T4N.1) Zone. City Staff approved the Site Plan for the development (PZ-17-00175-02) on June 7, 2019. Civil plans were approved on April 13, 2020.

In considering the advancement of the proposed Preliminary Plat, action is needed by the City Council.

Financial Impact:

No financial impacts are anticipated with this Preliminary Plat.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Plat.

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

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:

There have been no previous council decisions on this item.

Options and Alternatives:

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

Background/History:

The project is a 3-story building in the T4 Neighborhood (T4N.1) Zone. City Staff approved the Site Plan for the development (PZ-17-00175-02) on June 7, 2019. Civil plans were approved on April 13, 2020. City approvals were based on conformance with all relevant City Development Standards.

The project is being developed according to the standards for the T4 Neighborhood (T4N.1) Zone, the Apartment Building Type (10-50.110.170), and the Forecourt (10-50.120.080) Private Frontage. There are 14 one-bedroom and 10 two-bedroom residential units in building.

Key Considerations:

This application is for a condominium plat, which takes a multi-unit complex, such as the subject property, and creates the potential for individually owned units. The Preliminary Plat delineates all the elements affiliated with the individual units. In this case, the units are defined as the airspace within each unit. The vertical boundaries start at the finish floor elevation (FFE) of each unit and extend to the ceiling of that unit. The horizontal boundaries start at the inside of the walls enclosing each unit. Each unit also has one or two decks associated with it, which are being platted as limited common elements.

All parking spaces on the lot – including those inside the garage and on a surface lot to the north of the building – are being platted as limited common elements.

All common areas in the building, including the spaces between walls and floor plates, the trash chute, stairwell, elevator, hallways, the drive aisle between parking spaces in the garage, the ADA space in the garage, and the mechanical rooms, etc., are common elements. All areas outside of the building and the limited common elements are part of Tract A, which is dedicated to the HOA and as a private utility and drainage easement.

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives and the Regional Plan goals and policies that it meets, such as providing new housing within the urban growth boundary.

Community Involvement:

Inform. The existing zoning of the Subject Property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Preliminary Subdivision Plat review process.

Attachments: P&Z Commission Staff Summary
Application
Preliminary Plat
Vicinity Map
Presentation

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT
PRELIMINARY PLAT

PZ-17-00175-04

DATE: August 5, 2021
MEETING DATE: August 25, 2021
REPORT BY: Tiffany Antol, AICP

REQUEST:
Miramonte Birch & Verde, LLC requests Preliminary Plat approval for Miramonte at Birch Avenue. The subdivision consists of 24 residential condominium units, located at 304-316 E Birch Avenue. The condominium plat is on 0.53 acres in the T4N.1 (Transect) Zone.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation for approval.

PRESENT LAND USE:
The site is currently vacant.

PROPOSED LAND USE:
Miramonte at Birch Avenue is a residential condominium subdivision development that consists of 24 dwelling units and located on 0.53 acres. The site also contains the required parking and landscaping.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map.

North: Alley; Single family residences, Central Business (CB) Zone
East: Elden St.; Single family and multi-family developments in the High Density Residential (HR) Zone
South: Birch Ave.; Commercial Offices; Central Business (CB) Zone
West: Verde St; Commercial Offices; Central Business (CB) Zone

REQUIRED FINDINGS:
The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

STAFF REVIEW:

I. Project Information

A. Background
The project is a 3-story building in the T4 Neighborhood (T4N.1) Zone. City Staff approved the Site Plan for the development (PZ-17-00175-02) on June 7, 2019. Civil plans were approved on April 13, 2020. City approvals were based on conformance with all relevant City Development Standards, as discussed in Section C, below.

The project is being developed according to the standards for the T4 Neighborhood (T4N.1) Zone, the Apartment Building Type (10-50.110.170), and the Forecourt (10-50.120.080) Private Frontage. There are 14 one-bedroom and 10 two-bedroom residential units in building.

B. Type of Plat

This application is for a condominium plat, which takes a multi-unit complex, such as the subject property, and creates the potential for individually owned units. The Preliminary Plat delineates all the elements affiliated with the individual units. In this case, the units are defined as the airspace within each unit. The vertical boundaries start at the finish floor elevation (FFE) of each unit and extend to the ceiling of that unit. The horizontal boundaries start at the inside of the walls enclosing each unit. Each unit also has one or two decks associated with it, which are being platted as limited common elements.

All parking spaces on the lot – including those inside the garage and on a surface lot to the north of the building – are being platted as limited common elements.

All common areas in the building, including the spaces between walls and floor plates, the trash chute, stairwell, elevator, hallways, the drive aisle between parking spaces in the garage, the ADA space in the garage, and the mechanical rooms, etc., are common elements. All areas outside of the building and the limited common elements are part of Tract A, which is dedicated to the HOA and as a private utility and drainage easement.

II. Required Findings: Conformance with City Development Standards

Staff reviewed and approved the Site Plan, Civil Plans, and Preliminary Plat for this project based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

A. City of Flagstaff Zoning Code

i. T4 Neighborhood (T4N.1) Zone, Apartment Building Type, Forecourt Private Frontage type

The building meets the T4 Neighborhood T4N.1 standards for building form and placement, including the following:

- Front setback: 15’ min / 30’ max
- Side Street setback: 10’ min / 15’ max
- Side setback: 5’ min / 15’ max
- Rear setback: 15’ min
- Maximum height: 45’ (the building meets this height)
- Maximum lot coverage: 60% (54.3% provided)

The applicant elected to use the Apartment Building Building Type (10-50.110.180), which is permitted in the T4 Neighborhood (T4N.1) Zone. The Apartment Building Building Type is a medium to large-sized structure that consists of up to 32 side-by-side and/or stacked dwelling units accessed from the exterior of the building through one or more common entries. The applicant elected to use the Forecourt (10-50.120.080) Private Frontage standard, which are allowed on an Apartment Building. The building meets the Forecourt standards for minimum width and depth.

ii. Pedestrian and Bicycle Circulation Systems

The project is located in a walkable area, with many amenities located within walking distance. Access to the residential units is through a stairwell accessible from Birch Ave. and from the parking garage. The applicant is required to provide, and is providing, two bicycle parking spaces (5% of the required off-street parking). The applicant is providing eight additional bicycle parking spaces to meet the requirements for a vehicular parking space reduction.

iii. Parking and Automobile Access

Vehicular access is from the alley to the north. Minimum parking requirements for the T4 Neighborhood (T4N.1) Zone are 1 space per 1 bedroom unit and 2 spaces for each 2-bedroom unit for a total of 34 parking required. Allowed

parking reductions were utilized including proximity to transit and the provision of bicycle parking for a total of 29 parking spaces required after the reductions. The project is providing 29 parking spaces.

iv. Landscaping

A conceptual landscape plan was approved at Site Plan, showing substantial conformance with the requirements of parking lot landscaping, street buffer landscaping, building foundation, and peripheral buffer landscaping found within Section 10-50.60 of the Zoning Code. The final landscape plan was approved with the Civil Plans.

B. Title 13: City of Flagstaff Engineering Standards

Staff conducted a public systems analysis as part of Site Plan approval to verify conformance with City Engineering Standards.

i. Traffic/Right-of-Way Impact

The size of the proposed development and anticipated traffic counts did not trigger a Traffic Impact Analysis (TIA), so the requirement for a TIA was waived.

The applicant will construct a new 8' sidewalk along Birch Avenue and a 6' sidewalk along both side property frontages (on Verde St. and Elden St.) as part of this project to facilitate pedestrian connectivity in this highly walkable area. The applicant will be dedicating Right of Way along all three frontages to accomplish this and will be providing street trees according to Engineering Standards.

ii. Water and Wastewater Impact

The Water Services Division waived on February 25, 2019 the requirements for a Water and Sewer Impact Analysis (WSIA). City Staff concluded, based on the City water and sewer master model, and previous Impact Studies conducted for the area, that the existing off-site water and sewer infrastructure is adequate for the proposed development. Thus, no off-site water or sewer improvements will be required other than those necessary to serve the development. However, there is currently no infrastructure in the ground on the site to support this development, so all on-site sewer and water systems will have to be designed and built.

iii. Water

The developer will need to tie into the existing 10" water main along Birch Avenue. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

iv. Wastewater

The developer will need to tie into the existing 12" sewer main along the northern edge of the parcel. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

v. Stormwater Analysis

A Preliminary Drainage Report was required as part of the Site Plan application. The Final Drainage Report was approved with the Civil Plans. The applicant will be providing underground detention and LID storage.

C. Title 11: General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations

i. Preliminary Plat

The city's Inter-Division Staff (IDS) approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat.

ii. Subdivision Standards and Regulations

IDS also approved the Preliminary Plat based on conformance with relevant standards in Section 11-20.120: Subdivision Design Standards and Requirements. Not all the standards are applicable to this plat, however, because it is a condominium plat.

iii. Minimum Required Subdivision Improvements
Staff review of the Preliminary Plat along with the impact analyses discussed above identified the required improvements to adjacent streets and pedestrian ways, in conformance with Section 11-20.130: Minimum Required Subdivision Improvements. Civil Engineering Plans are approved, which allows these improvements to commence.

REQUIRED FINDINGS:
The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

Recommendation
Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation for approval.

Attachments:

- Application
- Preliminary Plat (8 sheets, 24 x 36")
- Vicinity Map

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

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

Property Owner(s) Miramonte Birch & Verde, LLC		**Phone**
Mailing Address 2502 E. River Rd.	**City, State, Zip** Tucson, Az 85718	**Email** jkemmerly@miramontehomes.com
Applicant(s) Miramonte Birch & Verde, LLC		**Phone**
Mailing Address 2502 E. River Rd.	**City, State, Zip** Tucson, Az 85718	**Email** jkemmerly@miramontehomes.com
Project Representative Jack Kemmerly		**Phone** 928-774-0028
Mailing Address 102 S. Mikes Pike St.	**City, State, Zip** Flagstaff, Az 86001	**Email** jkemmerly@miramontehomes.com

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

Project Name: Miramonte at Birch Avenue	**Site Address** 304-316 E. Birch Avenue		**Parcel Number** 101-16-009/010/011
Proposed Use Mixed Commercial & Residential	**Existing Use** Vacant	**Subdivision, Tract & Lot Number** Railroad Add	
Zoning District T4N.1	**Regional Plan Category**	**Flood Zone**	**Size of Site (Sq. ft. or Acres)** 26,800sf

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

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

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Residential		24	39 units/acre	13,839 sf

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

Property Owner Signature: (required)	Date:	Applicant Signature	Date:
	6/8/21		6/8/21

For City Use

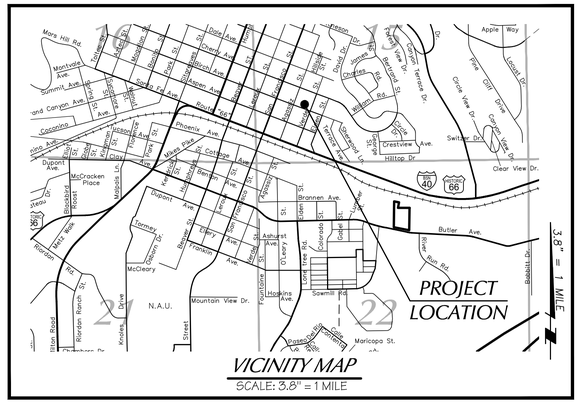
Date Filed:	**Case Number (s)**		
P & Z Hearing Date:		**Publication and Posting Date:**	
Council Hearing Date:		**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**	

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

PRELIMINARY PLAT
FOR
BIRCH AVENUE CONDOMINIUMS

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA


PROJECT LOCATION
3.8" = 1 MILE
N.A.U.
Mountain View Dr.
Butler Ave.
Bronnen Ave.
Hilltop Dr.
Crestview Ave.
Clear View Dr.
Switzer Dr.
Apple Way
Lockett Dr.
Cheshire Ave.
Sawmill Rd.
Maricopa St.
Rio de Flag
Ponderosa Parkway
Knoles Drive
Sinclair Wash
Rio de Flag Rd.
Mars Hill Rd.
Summit Ave.
Cosnino
Dupont Ave.
McCracken Place
Riordan Ranch St.
Elden Road
Forest Meadows St.
Ashurst Ave.
O'Leary St.
Gale St.
Colorado St.
Lone Tree Rd.
Foxglenn St.
Hopkins Ave.
McCreary
Cornish Dr.
Pasture Wash Rd.
Rio de Flag Dr.
Baskets Dr.
Bonito Dr.
Beulah Blvd.
Fox Glenn Dr.
Fox Glenn Ct.
Fox Glenn Cir.
Mesa Dr.
Verde Dr.
Cortez Dr.
Cortez Rd.
Clover Dr.
Melissa Dr.
Circle View Dr.
Pine Cliff Drive
Crestview Dr.
Pasture View Dr.
Pasture Ln.
Pasture Rd.
Lockett Rd.
Switzer Canyon Dr.
Switzer Canyon Rd.
Switzer Mesa Trail
Switzer Mesa Ln.
Switzer Lake Dr.
Switzer Lake Rd.
Switzer Lake Ct.
Switzer Lake Cir.
Switzer Lake Trail
Switzer Lake Ln.
Switzer Lake Pl.
Switzer Lake Way
Switzer Lake Loop
Switzer Lake Ave

SCALE: 1"=10'

0 5 10 20

CALCULATED POINT, NOTHING FOUND OR SET

CHERRY AVENUE

FOUND 2" ALUMINUM CAP IN HANDWELL "MATRIX RLS 25083"

PROJECT BENCHMARK: IS A FOUND 2" ALUMINUM CAP AT THE INTERSECTION OF BIRCH AVE. and ELDEN ST. = 6907.65 (NAVD88)

BASIS OF BEARING: IS FROM THE INTERSECTION OF BIRCH AVE. and VERDE ST., A FOUND ALUMINUM CAP "ILLEGIBLE" TO THE INTERSECTION OF BIRCH AVE. and ELDEN ST., A FOUND 2" ALUMINUM CAP "MATRIX RLS 25083".
BEARING OF N69°12'26"W - 251.14'

EX 16' R.O.W.

NEW 25'± R.O.W.

S69°14'56"E 200.71'

15' SETBACK

S69°13'45"E 189.11'

R.O.W. DEDICATED TO THE CITY OF FLAGSTAFF 0.09073± ACRES

9.00'

4.00'

9.07'

7.63'

TRACT A 8,363 sq. ft.

COMMON ELEMENT

S20°01'E 16.27'

S69°13'34"E 22.46' | L1 | S69°13'34"E 23.62' | L1 | S69°13'34"E 29.27' | L1 | S69°13'34"E 36.40' | L1 | S69°13'34"E 22.00' | L1 | S69°13'34"E 24.04' | L1 | S69°13'34"E 22.13'

N21°41'08"E 15.29'

BUILDING CONTROL POINT

BUILDING CONTROL POINT

EX 25' R.O.W.

EX 25' R.O.W.

10' SETBACK

S20°46'26"W 51.99'

N20°46'26"E 46.22'

10' SETBACK

BIRCH AVENUE CONDOMINIUMS
26,916 S.F. (PRE R.O.W. DEDICATION)
22,964 S.F. (POST R.O.W. DEDICATION)

N20°57'23"E 359.92'

N20°57'23"E 133.89'

N20°57'36"E 113.97'

L18 L19 L18 SEE BUILDING DETAIL "A"

R.O.W. DEDICATED TO THE CITY OF FLAGSTAFF 0.09073± ACRES

TRACT A 8,363 sq. ft.

N20°46'26"E 40.12'

N69°13'34"W 31.98'

S20°46'26"W 20.73'

S20°46'26"W 15.47'

UNIT 101 GARDEN (L.C.E.) 494 S.F.± (SEE SHEET 3)

N69°13'34"W 30.90'

N20°46'26"E 14.64'

SEE BUILDING DETAIL "B"

N69°13'34"W 14.06'

S20°46'26"W 10.86'

N69°13'34"W 25.72'

N20°46'26"E 11.89'

S20°46'26"W 15.74'

N69°13'34"W 9.49'

N69°13'34"W 19.42'

N69°13'34"W 36.72'

17.30'

N20°46'26"E 20.12'

UNIT 205 GARDEN (L.C.E.) 347 S.F.± (SEE SHEET 6)

N20°46'26"E 19.29'

S20°46'26"W 34.36'

N69°13'34"W 16.56'

SEE BUILDING DETAIL "C"

N69°13'34"W 6.90' | 9.54' | 29.00' | 12.56'

N69°13'34"W 8.90' | 10.83' | 29.73' | 10.00'

L25 L24 UNIT 205 (L.C.E.) 177 S.F.± N69°13'34"W 12.89 L22 7.63'

L23 16.94'

3.99' N24°07'59"W 10.63' 3.46'

S65°46'29"W 5.70'

R.O.W. DEDICATED TO THE CITY OF FLAGSTAFF 0.09073± ACRES

15' SETBACK

P.U.E. TO BE DEDICATED

6.00' 5.00' 5.00' 6.00'

103.56' N69°13'34"W 177.94' 68.38'

N69°12'26"W 201.13'

S20°46'32"W 117.47'

S20°46'33"W 134.04'

N69°13'34"W 17.35'

S20°46'26"W 6.08'

S69°13'34"E 17.35'

SEE BUILDING DETAIL "D"

R.O.W. DEDICATED TO THE CITY OF FLAGSTAFF 0.09073± ACRES

S20°46'33"W 359.92'

VERDE STREET

ELDEN STREET

EX 30' R.O.W.

BUILDING DETAIL "A"

SCALE: N.T.S

N20°46'26"E 46.22' | L21 | L3 | L20 | L18 | L4

L4 | L3 | L17 | L18 | L16 | N20°46'26"E 40.12'

BUILDING DETAIL "B"

SCALE: N.T.S

N20°46'26"E 14.64' | L14 | L15 | S20°46'26"W 10.86' | L10

N69°13'34"W 30.90' | L13 | L12 | N69°13'34"W 14.06' | L11 | L3 | L4

BUILDING DETAIL "C"

SCALE: N.T.S

N20°46'26"E 19.29' | L9 | L8 | L7 | L6 | N69°13'34"W 29.73'

N69°13'34"W 16.56' | L4

BUILDING DETAIL "D"

SCALE: N.T.S

S20°46'26"W 51.99' | L2 | L3 | L4 | L5 | N69°13'34"W 17.35'

L4 | L3 | L2 | S69°13'34"E 17.35' | L5 | S20°46'26"W 34.36'

LEGEND & ABBREVIATIONS

- AC ALUMINUM CAP
- FOUND MONUMENT AS NOTED
- CORNER TO BE SET
- CALCULATED POINT
- EXISTING RIGHT OF WAY
- NEW RIGHT OF WAY

EX	EXISTING
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
L.C.E.	LIMITED COMMON ELEMENT
C.E.	COMMON ELEMENT

LINE DATA

#	BEARING	DISTANCE	#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S20°46'26"W	3.06'	L9	S69°13'34"E	0.74'	L17	N20°46'26"E	1.15'
L2	S69°13'34"E	1.00'	L10	S69°13'34"E	0.97'	L18	S69°13'34"E	5.69'
L3	S20°46'26"W	2.00'	L11	N20°46'26"E	1.07'	L19	N20°46'26"E	6.22'
L4	S69°13'34"E	2.00'	L12	N20°46'26"E	0.99'	L20	N20°46'26"E	1.05'
L5	S20°46'26"W	1.04'	L13	N20°46'26"E	1.17'	L21	S69°13'34"E	1.12'
L6	N20°46'26"E	1.41'	L14	N20°46'26"E	0.83'	L22	S20°46'32"W	1.38'
L7	N20°46'26"E	1.17'	L15	S69°13'34"E	1.08'	L23	N20°46'26"E	5.91'
L8	N20°46'26"E	0.83'	L16	S69°13'34"E	1.12'	L24	S69°13'34"E	2.75'
						L25	N20°46'26"E	6.22'

BIRCH AVENUE

FOUND ALUMINUM CAP IN HANDWELL "ILLEGIBLE"

BASIS OF BEARINGS

BASIS OF BEARINGS

PROJECT BENCHMARK: FOUND 2" ALUMINUM CAP IN HANDWELL "MATRIX RLS 25083"

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

ARIZONA 811 MON - FRI 6am - 5pm KNOW WHAT IS BELOW CALL BEFORE YOU DIG

SHEET NO. 2 OF 11

COF PROJECT # PZ-17-00175

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR CERTIFICATE NO. 23950 PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING ARIZONA U.S.A.

7/22/21
MES# 18296

PRELIMINARY PLAT
BIRCH AVENUE CONDOMINIUMS
SITE PLAT

DATE: 7/22/21
DESIGNED BY:
DRAWN BY: MKE/RCI
CHECKED BY: KVH/RCI
PROJECT NO. 18296
FN: SHEET-02
REVISIONS: COF 7/12/21
VERT SCALE: N/A
HOR SCALE: 1"=10'

BUILDING CONTROL POINT

PARKING SPACE No. 11 (L.C.E.) — 19.00' x 9.00'
PARKING SPACE No. 10 (L.C.E.) — 19.00' x 9.00'
PARKING SPACE No. 9 (L.C.E.) — 19.00' x 9.00'
PARKING SPACE No. 8 (L.C.E.) — 19.00' x 9.00'
PARKING SPACE No. 12 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 13 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 14 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 15 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 16 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 17 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 18 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 7 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 6 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 5 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 4 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 3 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 2 (L.C.E.) — 20.00' x 9.00'
PARKING SPACE No. 1 (L.C.E.) — 20.00' x 9.00'

COMMON ELEMENT
FFE=6916.18 - 6917.11
5,428 S.F.±
HT=8.72' - 9.65'

STAIRWAY (C.E.)

UNIT 101
FFE=6912.00
755 S.F.±
10,442 C.F.±
HT=13.83'

UNIT 101 GARDEN (L.C.E.)
494 S.F.±

UNIT 101 PORCH (L.C.E.)
44 S.F.±

STAIRWAY (C.E.)

TRASH CHUTE (C.E.)

ELEVATOR SHAFT (C.E.)

MATCH SHT 4

SCALE: 1"=5'
0 2.5 5 10

FIRST FLOOR PLAT - WEST
SCALE: 1"=5'

BUILDING ELEVATIONS
SCALE: 1"=5'

FOURTH FLOOR FFE=6949.48
C.E. 1.97'
THIRD FLOOR FFE=6931.53
C.E. 1.97'
SECOND FLOOR FFE=6927.68
C.E. 1.85'
FIRST FLOOR FFE=6917.11

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 3 OF 11

COF PROJECT # PZ-17-00175

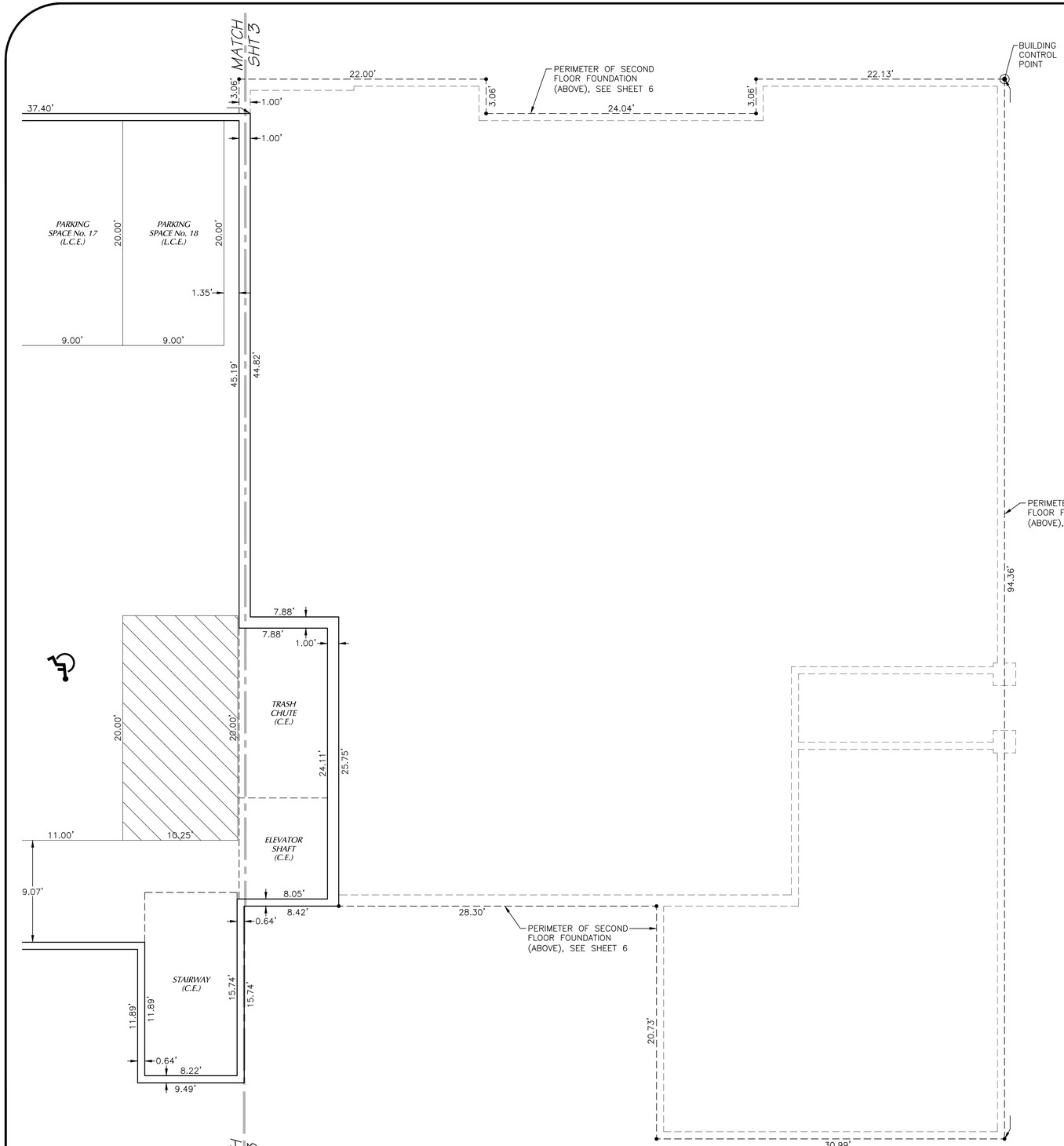
Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR CERTIFICATE NO. 23950 — PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING — ARIZONA, U.S.A.

PRELIMINARY PLAT
BIRCH AVENUE CONDOMINIUMS
FIRST FLOOR PLAT - WEST

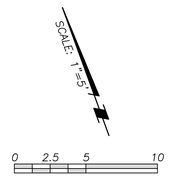
7/22/21
MES# 18296

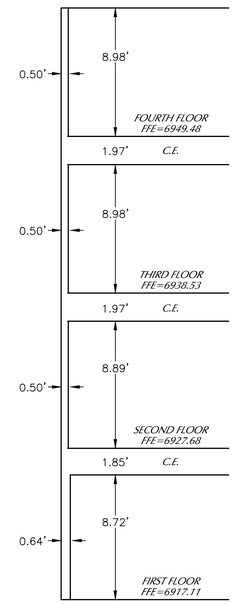
DATE: 7/22/21 | PROJECT NO: 18296 | REVISIONS:
DESIGNED BY: MKE/RCI | FN: SHEET-03 | VERT SCALE: N/A
DRAWN BY: MKE/RCI | HOR SCALE: 1"=5'
CHECKED BY: KVH/RCI



FIRST FLOOR PLAT - EAST

SCALE: 1"=5'





BUILDING ELEVATIONS

SCALE: 1"=5'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 4 OF 11

COF PROJECT # PZ-17-00175

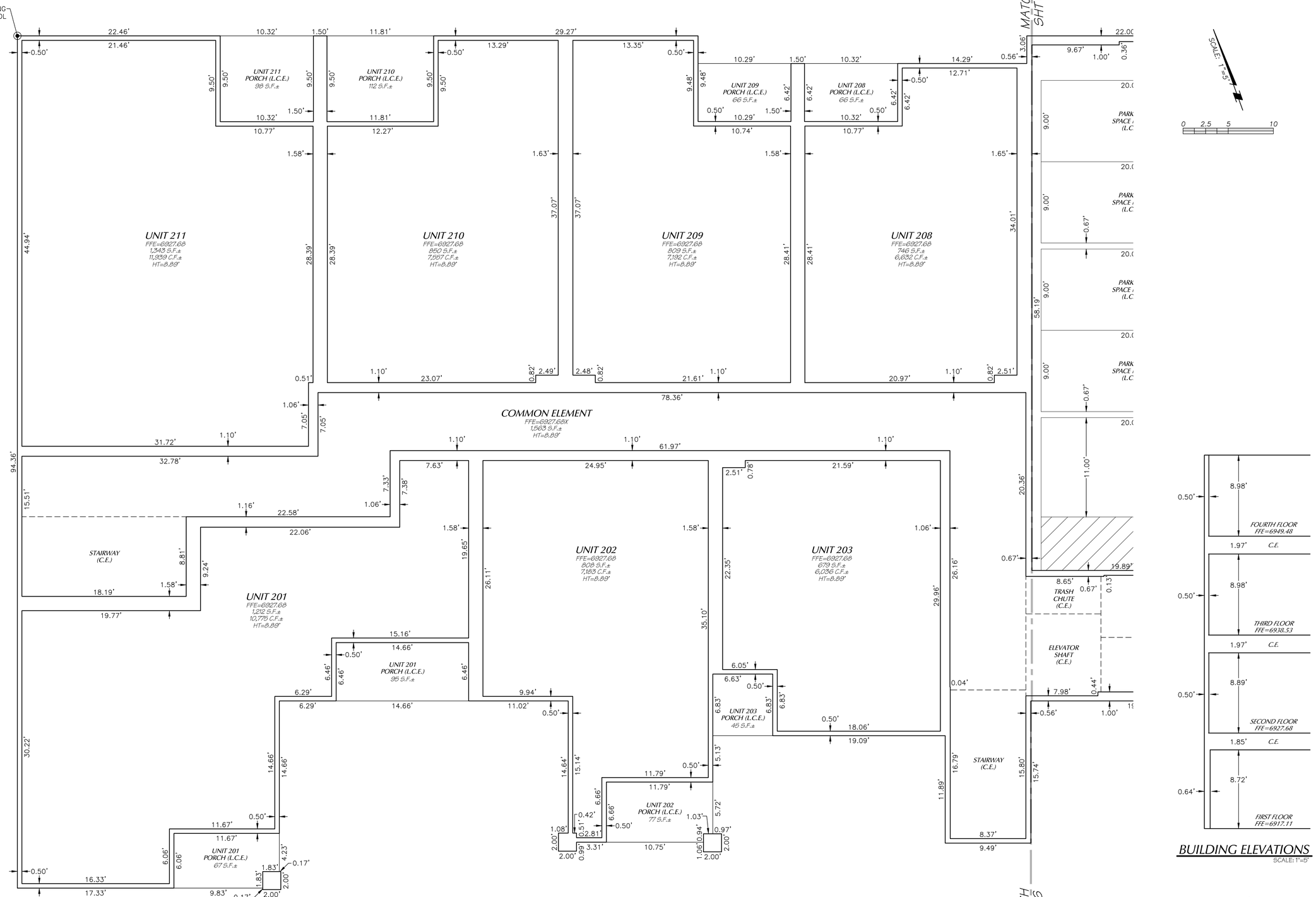
Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KEVIN V. RICE
ARIZONA U.S.A.
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

PRELIMINARY PLAT
BIRCH AVENUE CONDOMINIUMS
FIRST FLOOR PLAT - EAST

7/22/21
MES# 18296

DATE: 7/22/21
DESIGNED BY: MWE/RCI
DRAWN BY: MWE/RCI
CHECKED BY: KVH/RCI
PROJECT NO. 18296
FN: SHEET-04
VERT SCALE: N/A
HOR SCALE: 1"=5'
REVISIONS:



SECOND FLOOR PLAT - WEST

SCALE: 1"=5'

BUILDING ELEVATIONS

SCALE: 1"=5'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 5 OF 11

COF PROJECT # PZ-17-00175

PRELIMINARY
BIRCH AVENUE CONDOMINIUMS
SECOND FLOOR PLAT - WEST

7/22/21

MES# 18296

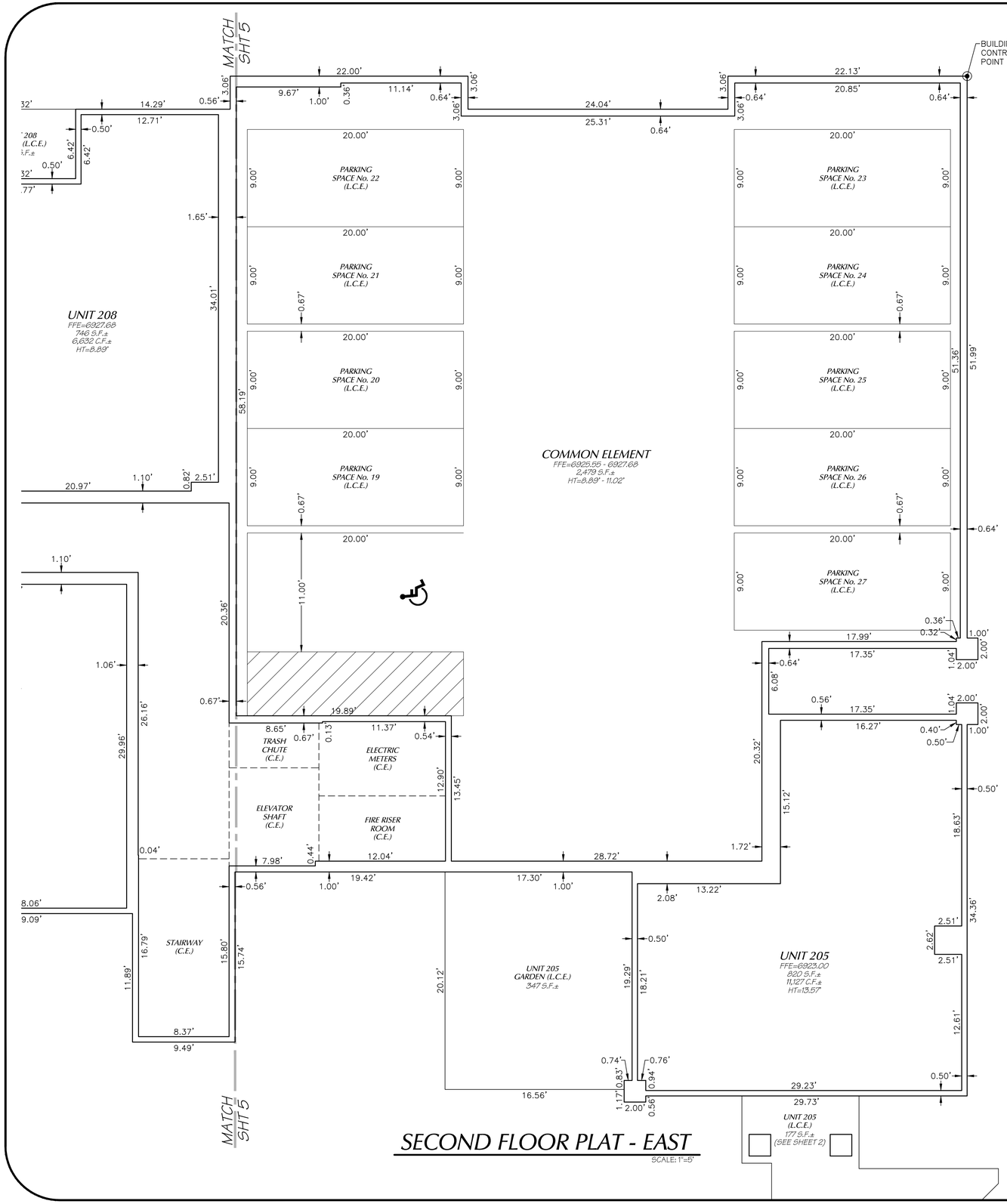
Mogollon Inc
ENGINEERING
&SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT
ARIZONA U.S.A.
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

REVISIONS:

PROJECT NO. 18296
FN: SHEET-05
VERT SCALE: N/A
HOR SCALE: 1"=5'

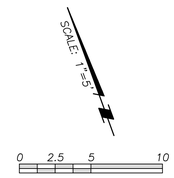
DATE: 7/22/21
DESIGNED BY: MNE/RCI
DRAWN BY: MNE/RCI
CHECKED BY: KVH/RCI

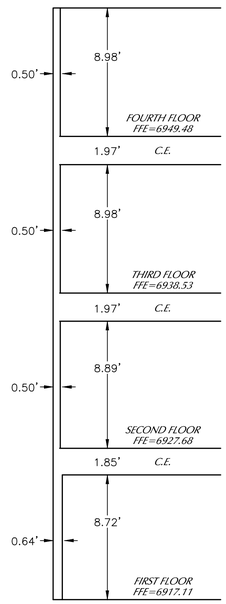


SECOND FLOOR PLAT - EAST

SCALE: 1"=5'

SCALE: 1"=5'





BUILDING ELEVATIONS

SCALE: 1"=5'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 6 OF 11

COF PROJECT # PZ-17-00175

PRELIMINARY PLAT
BIRCH AVENUE CONDOMINIUMS
SECOND FLOOR PLAT - EAST

7/22/21

MES# 18296

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KEVIN M. KING
ARIZONA U.S.A.

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/22/21
DESIGNED BY: MWE/RCI
DRAWN BY: MWE/RCI
CHECKED BY: KVM/RCI
PROJECT NO. 18296
FN: SHEET-06
VERT SCALE: N/A
HOR SCALE: 1"=5'
REVISIONS:

BUILDING CONTROL POINT

UNIT 311 PORCH (L.C.E.) 62 S.F.±

UNIT 311 PORCH (L.C.E.) 98 S.F.±

UNIT 310 PORCH (L.C.E.) 112 S.F.±

LIMITS OF FOURTH FLOOR (ABOVE), SEE SHEET 9

UNIT 309 PORCH (L.C.E.) 66 S.F.±

UNIT 308 PORCH (L.C.E.) 66 S.F.±

MATCH SHT 8

SCALE: 1"=5'

0 2.5 5 10

UNIT 311
FFE=6938.53
1,281 S.F.±
11,494 C.F.±
HT=8.98'

UNIT 310
FFE=6938.53
851 S.F.±
7,642 C.F.±
HT=8.98'

UNIT 309
FFE=6938.53
808 S.F.±
7,256 C.F.±
HT=8.98'

UNIT 308
FFE=6938.53
747 S.F.±
6,708 C.F.±
HT=8.98'

ELECTRIC METERS (C.E.)

COMMON ELEMENT
FFE=6938.53X
1,870 S.F.±
HT=8.98'

STAIRWAY (C.E.)

UNIT 301
FFE=6938.53
1,111 S.F.±
9,977 C.F.±
HT=8.98'

UNIT 301 PORCH (L.C.E.) 74 S.F.±

LIMITS OF FOURTH FLOOR (ABOVE), SEE SHEET 9

UNIT 301 PORCH (L.C.E.) 76 S.F.±

UNIT 301 PORCH (L.C.E.) 71 S.F.±

UNIT 302
FFE=6938.53
732 S.F.±
6,573 C.F.±
HT=8.98'

UNIT 302 PORCH (L.C.E.) 77 S.F.±

UNIT 303
FFE=6938.53
678 S.F.±
6,088 C.F.±
HT=8.98'

UNIT 303 PORCH (L.C.E.) 46 S.F.±

STAIRWAY (C.E.)

TRASH CHUTE (C.E.)

ELEVATOR SHAFT (C.E.)

MATCH SHT 8

THIRD FLOOR PLAT - WEST
SCALE: 1"=5'

FOURTH FLOOR FFE=6949.48 C.E.

THIRD FLOOR FFE=6938.53 C.E.

SECOND FLOOR FFE=6927.68 C.E.

FIRST FLOOR FFE=6917.11

BUILDING ELEVATIONS
SCALE: 1"=5'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 7 OF 11

COF PROJECT # PZ-17-00175

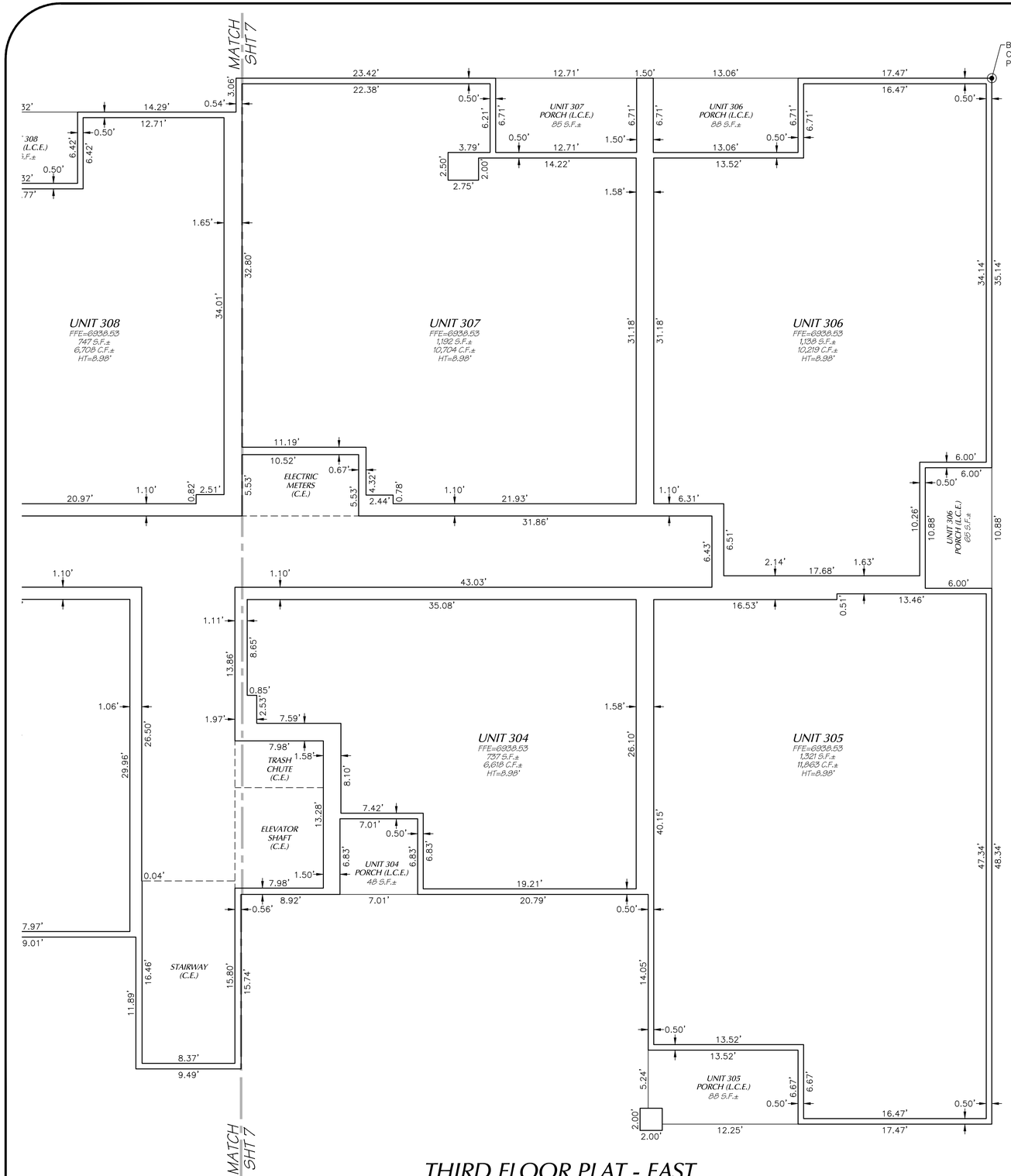
Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V. HOTH
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING
U.S.A.

7/22/21
MES# 18296

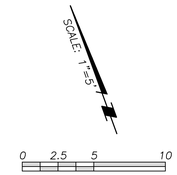
PRELIMINARY PLAT
BIRCH AVENUE CONDOMINIUMS
THIRD FLOOR PLAT - WEST

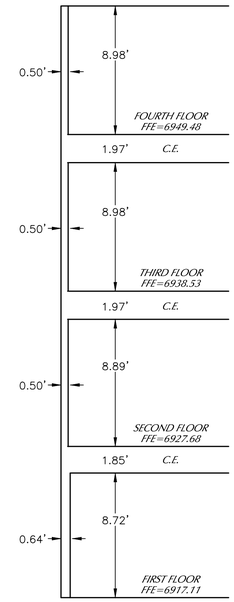
DATE: 7/22/21
PROJECT NO. 18296
REVISIONS:
DESIGNED BY: MNE/RCI
PN: SHEET-07
VERT SCALE: N/A
DRAWN BY: MNE/RCI
HOR SCALE: 1"=5'
CHECKED BY: KVH/RCI



THIRD FLOOR PLAT - EAST

SCALE: 1"=5'





BUILDING ELEVATIONS

SCALE: 1"=5'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 8 OF 11

COF PROJECT # PZ-17-00175

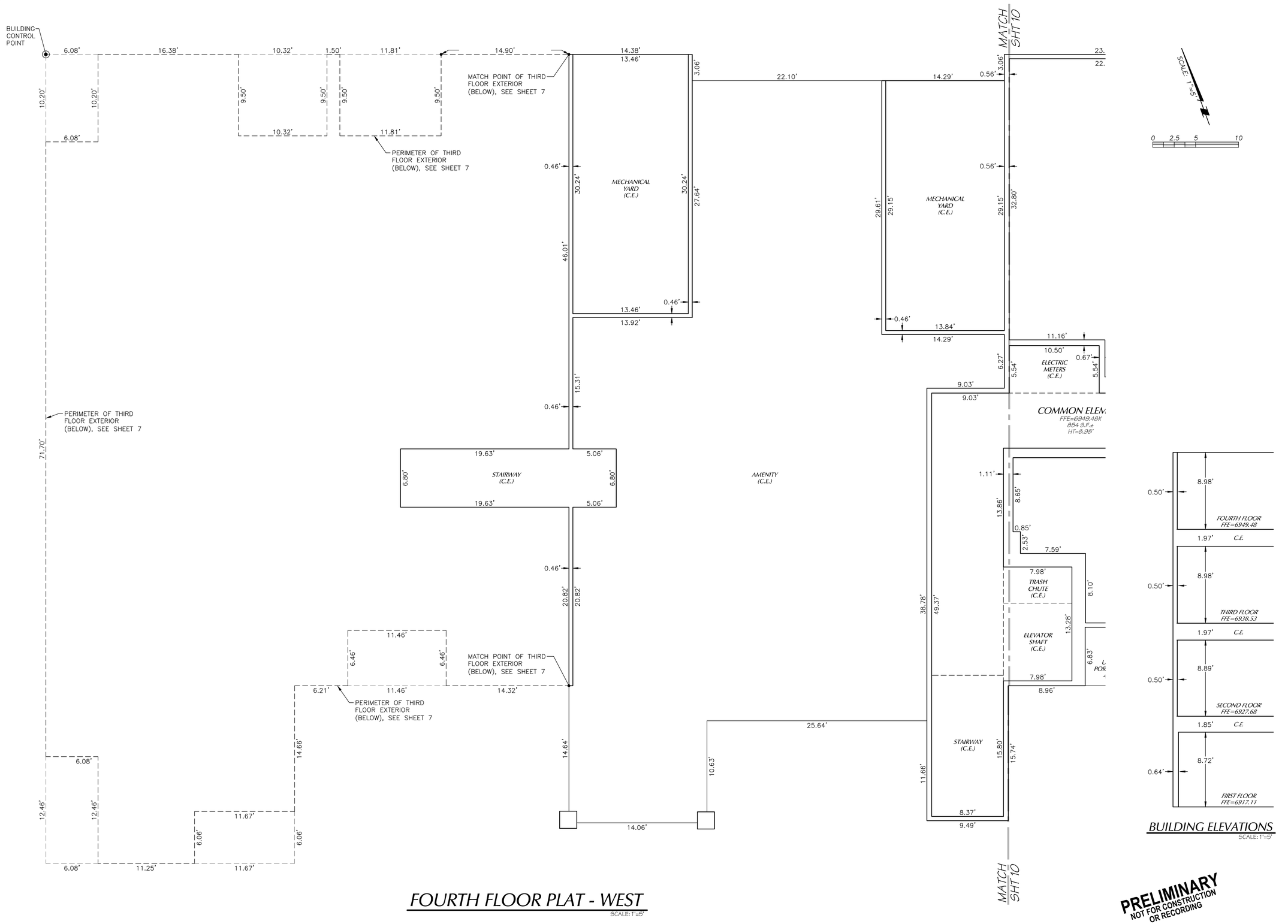
Mogollon Inc
ENGINEERING
&SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V. HOLLOWELL
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING
U.S.A.

7/22/21
MES# 18296

PRELIMINARY PLAT
BIRCH AVENUE CONDOMINIUMS
THIRD FLOOR PLAT - EAST

DATE: 7/22/21
PROJECT NO. 18296
DESIGNED BY: MNE/RCI
DRAWN BY: MNE/RCI
CHECKED BY: KVH/RCI
REVISIONS:
FN: SHEET-08
VERT SCALE: N/A
HOR SCALE: 1"=5'



FOURTH FLOOR PLAT - WEST

SCALE: 1"=5'

BUILDING ELEVATIONS

SCALE: 1"=5'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 9 OF 11

COF PROJECT # PZ-17-00175

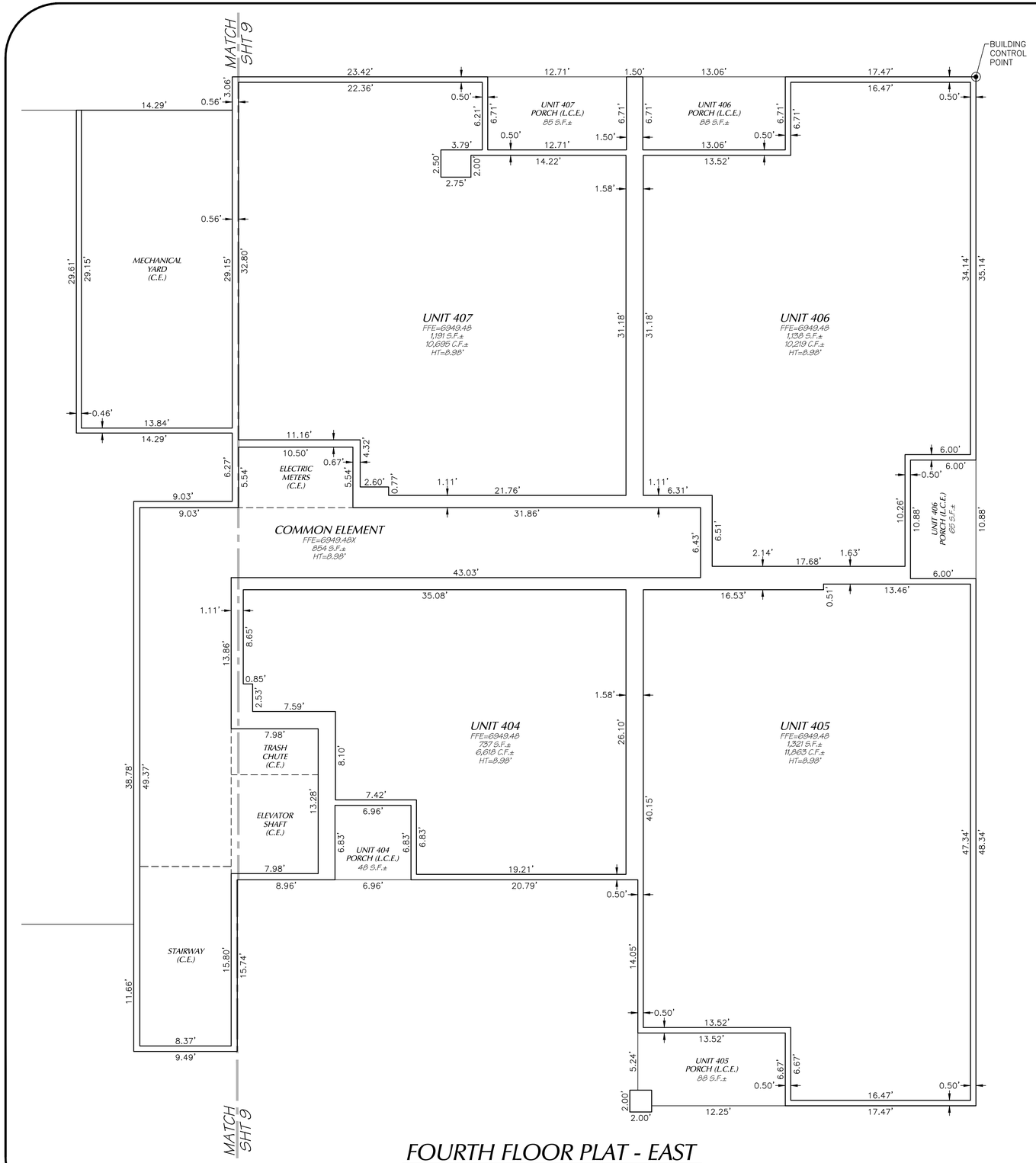
PRELIMINARY PLAT
BIRCH AVENUE CONDOMINIUMS
FOURTH FLOOR PLAT - WEST

7/22/21
MES# 18296

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 23805
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING
ARIZONA, U.S.A.

DATE: 7/22/21 | PROJECT NO.: 18296 | REVISIONS:
DESIGNED BY: MWE/RCI | FN: SHEET-09 | VERT SCALE: N/A
DRAWN BY: MWE/RCI | HOR SCALE: 1"=5'
CHECKED BY: KVH/RCI

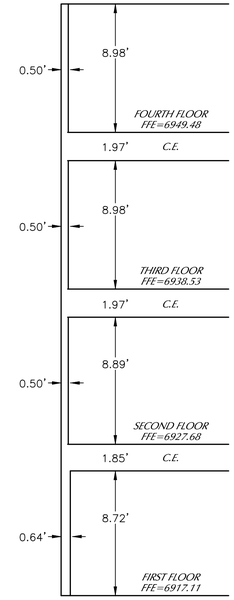


FOURTH FLOOR PLAT - EAST

SCALE: 1"=5'

SCALE: 1"=5'

0 2.5 5 10



BUILDING ELEVATIONS

SCALE: 1"=5'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 10 OF 11

COF PROJECT # PZ-17-00175

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
ARIZONA U.S.A.

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

PRELIMINARY PLAT
BIRCH AVENUE CONDOMINIUMS
FOURTH FLOOR PLAT - EAST

7/22/21

MES# 18296

REVISIONS:

DATE: 7/22/21
PROJECT NO. 18296
DESIGNED BY: MNE/RCI
FN: SHEET-10
DRAWN BY: MNE/RCI
VERT SCALE: N/A
HOR SCALE: 1"=5'
CHECKED BY: KVH/RCI

PRELIMINARY PLAT
FOR
BIRCH AVENUE CONDOMINIUMS

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

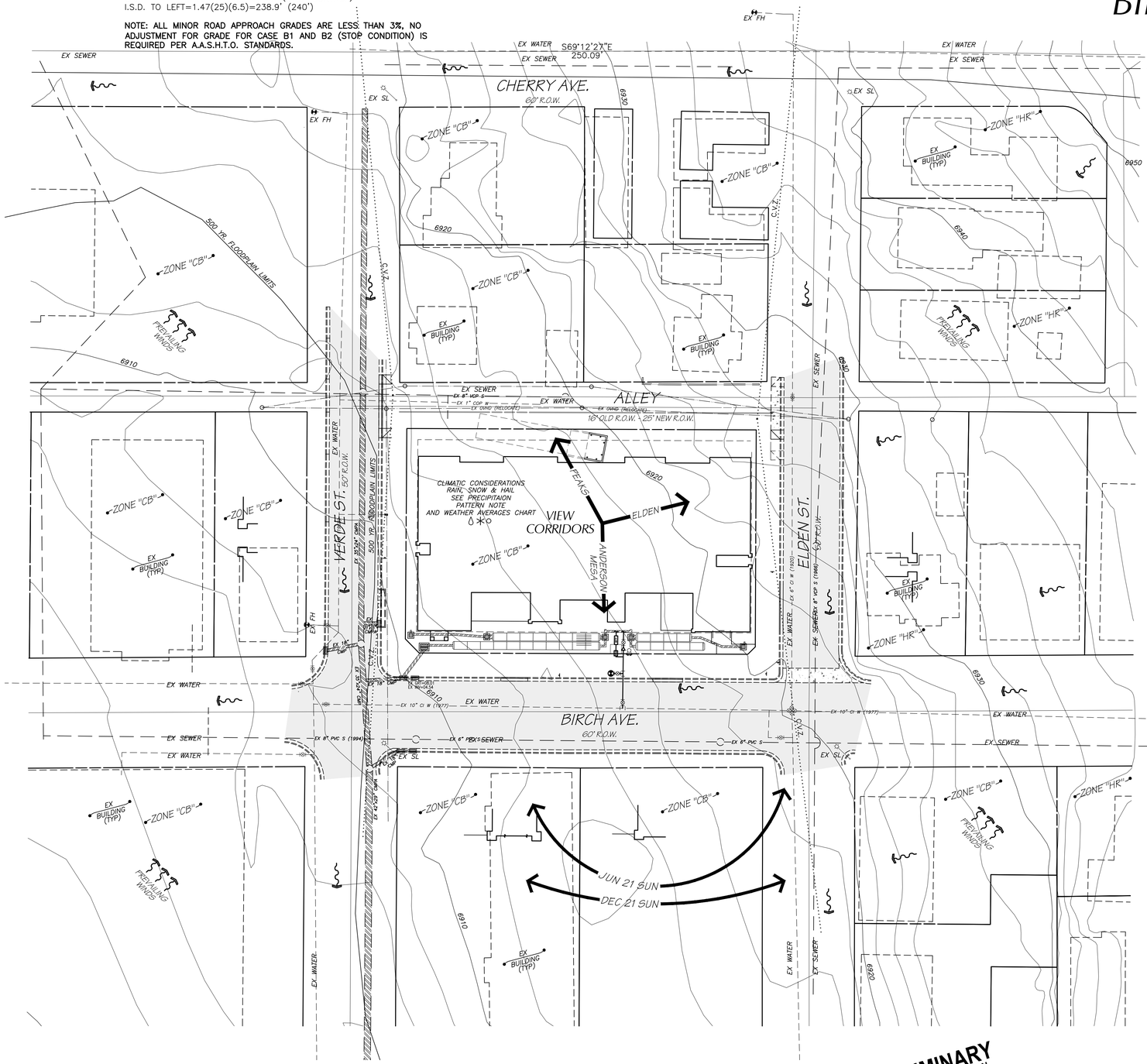
DEPARTURE SIGHT TRIANGLES
MINOR APPROACH - CLEAR VIEW ZONES

POSTED SPEED LIMIT ELDEN ST. & VERDE ST. = 25
DESIGN SPEED = 25 MPH – ELDEN ST. & VERDE ST.
14.5' FROM MAJOR ROAD TRAVEL WAY

CASE B1 LEFT TURN FROM MINOR (STOP CONTROL)
I.S.D. TO RIGHT=1.47(25)(7.5)=275.6' (280')

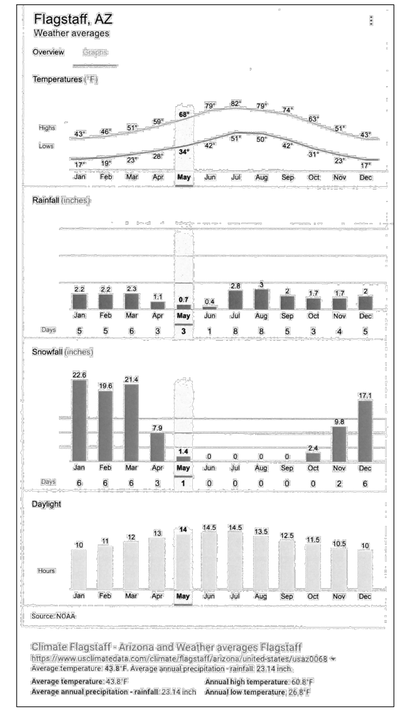
CASE B2 RIGHT TURN FROM MINOR (STOP CONTROL)
I.S.D. TO LEFT=1.47(25)(6.5)=238.9' (240')

NOTE: ALL MINOR ROAD APPROACH GRADES ARE LESS THAN 3%, NO ADJUSTMENT FOR GRADE FOR CASE B1 AND B2 (STOP CONDITION) IS REQUIRED PER A.A.S.H.T.O. STANDARDS.



PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING

WEATHER AVERAGES CHART



SCALE: 1"=30'

0 15 30 60

SLOPES

THERE ARE NO SLOPE RESOURCES ON THIS SITE

PRECIPITATION PATTERN NOTE

THERE ARE TWO DISTINCT PERIODS OF PRECIPITATION IN FLAGSTAFF. THE FIRST OCCURS DURING THE WINTER MONTHS FROM NOVEMBER THROUGH APRIL WHEN THE JET STREAM CAN BE LOCATED OVER THE STATE ALLOWING PACIFIC STORM SYSTEMS TO MOVE OVERHEAD. THE OTHER DISTINCT PERIOD IS CLASSIFIED AS THE SUMMER RAINY SEASON, OR 'SUMMER MONSOON.' THE MONSOON RAINY PERIOD USUALLY OCCURS DURING JULY AND AUGUST WHEN MOST OF ARIZONA IS SUBJECTED TO WIDESPREAD THUNDERSTORM ACTIVITY. THESE THUNDERSTORMS ARE EXTREMELY VARIABLE IN INTENSITY AND LOCATION AND OCCUR MAINLY BETWEEN THE HOURS OF 11 a.m AND 6 p.m.. SOME OF THESE STORMS CAN REACH SEVERE LEVELS, WITH LARGE HAIL, DAMAGING WINDS, AND OCCASIONALLY EVEN A TORNADO. (EXCERPT FROM THE CITY OF FLAGSTAFF SUSTAINABILITY PROGRAM RECOMMENDATIONS - CLIMATE SECTION - DATED OCTOBER 17, 2012)

SOIL PROPERTIES

SOILS ARE BROLLIAR STONY CLAY LOAM BASED ON INFORMATION PROVIDED BY THE U.S DEPT. OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE - CUSTOM SOIL RESOURCE REPORT (DATED OCTOBER 25, 2018)

NOTE

THE INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA & A SURVEY PERFORMED BY MARTIN LAND SURVEYS, INC. IN OCTOBER OF 2018. NO FIELD WORK HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.
THERE ARE NO PREHISTORIC OR HISTORIC SITES, STRUCTURES OR ROUTES LOCATED ON THE SUBJECT PARCELS.

SHEET NO. 11 OF 11

COF PROJECT # PZ-17-00175

Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

7/22/21
MES# 18296

PRELIMINARY PLAT
BIRCH AVENUE CONDOMINIUMS
AREA MAP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V. HOTSPEAK
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/22/21 | REVISIONS:
PROJECT NO. 18296
FN: SHEET-11
DESIGNED BY: TME
DRAWN BY: TME
VERT SCALE: N/A
HOR SCALE: N/A
CHECKED BY: KVH



CoF Web Map

0 0.01 0.01 0.03 0.04 0.06

mi

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

8/6/2021 8:49 AM

Miramonte at Birch Condominiums

Preliminary Plat Approval Request

City Council | September 7, 2021

Tiffany Antol, AICP | Senior Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

- Request from Miramonte Birch & Verde, LLC for **Preliminary Plat approval for Miramonte at Birch Avenue Condominiums** located at 304-316 E Birch Avenue.
- Condominium subdivision with 24 dwelling units on .53 acres in the T4N.1 (T4 Neighborhood) Zone
- IDS Staff approved the Preliminary Plat on July 30, 2021

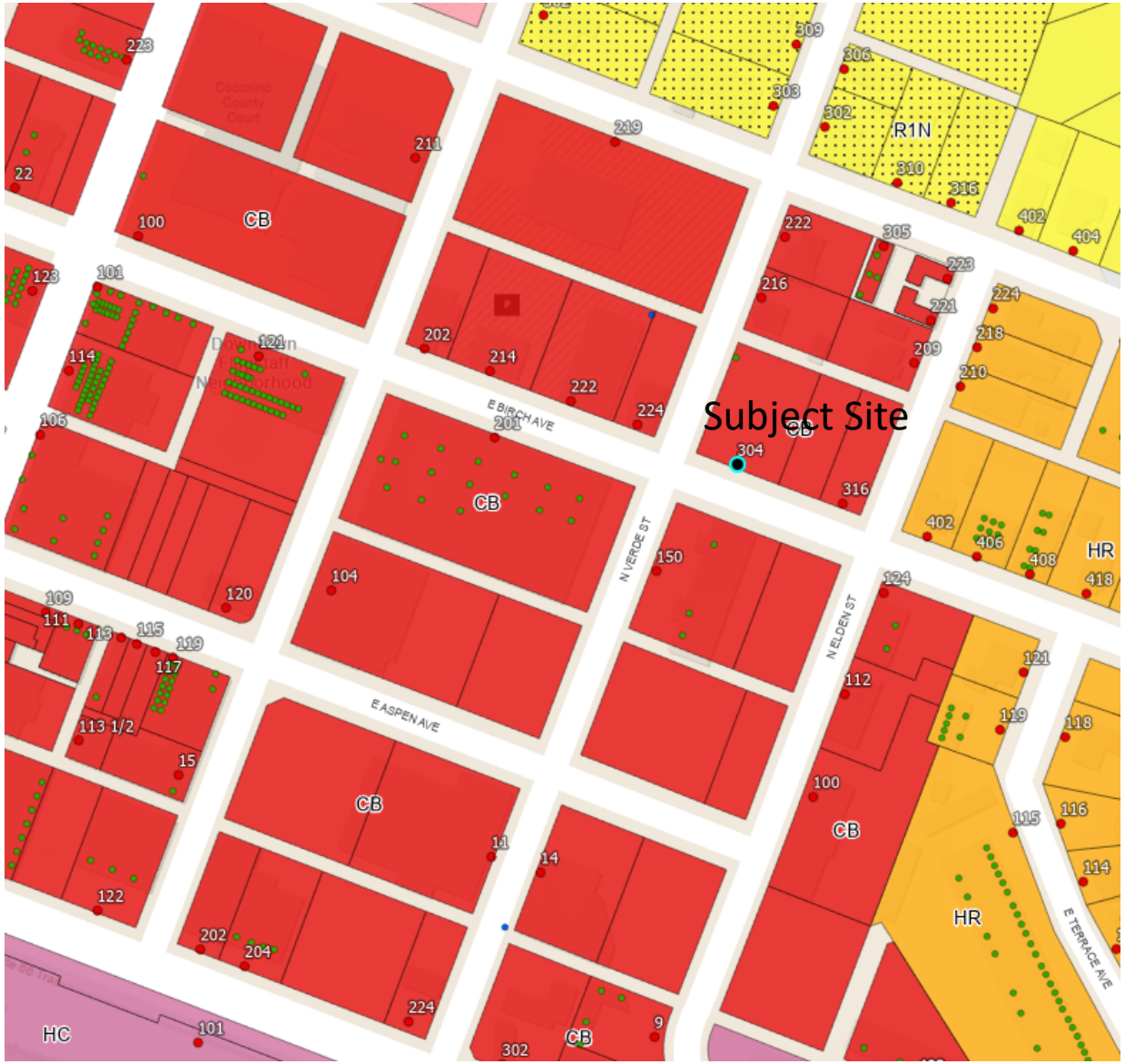
Vicinity Map

North: Alley, Residential Development, CB Zone

South: Birch Ave, Commercial Offices CB Zone.

East: Elden St, Residential Development HR Zone.

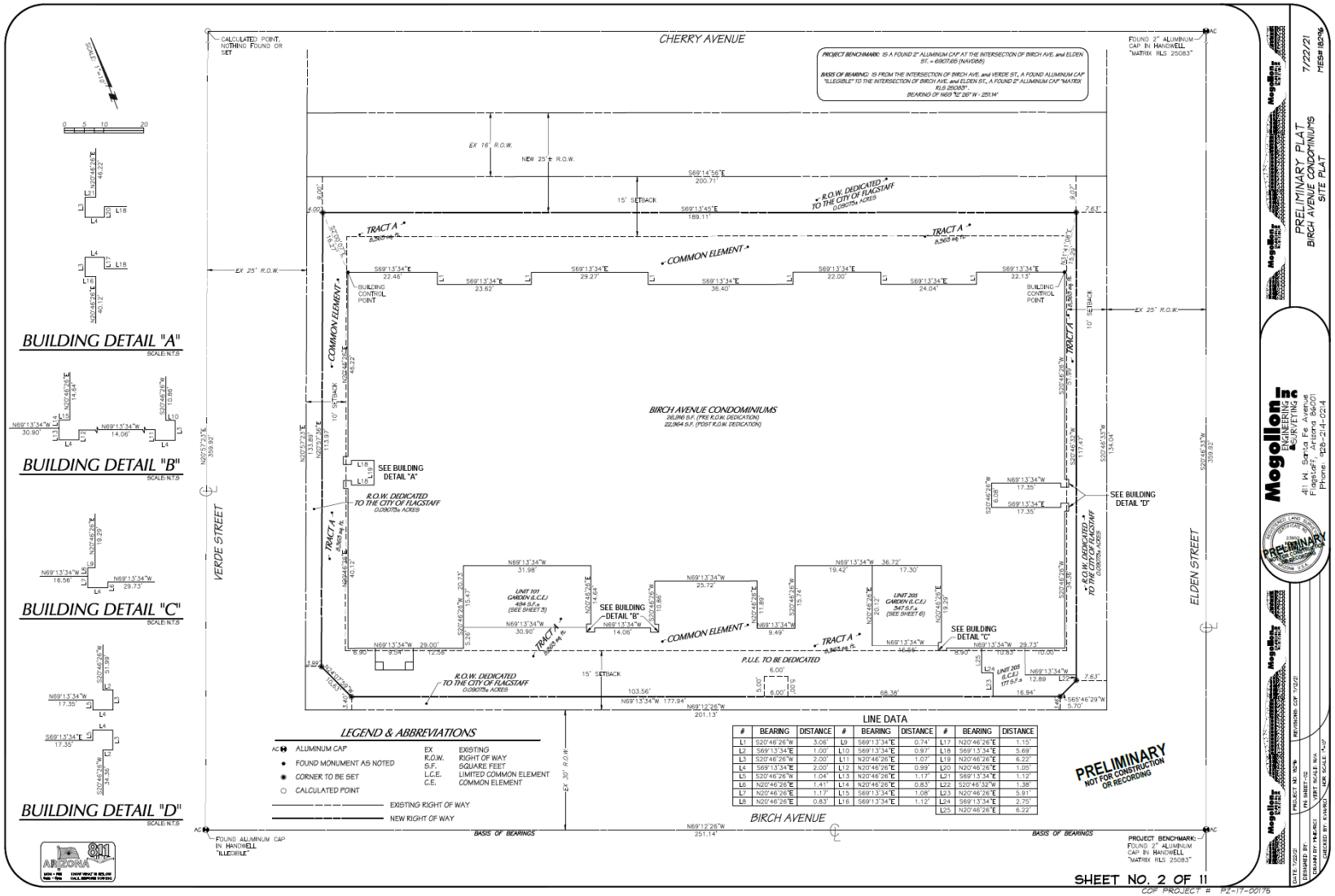
West: Verde St, Commercial Office CB Zone



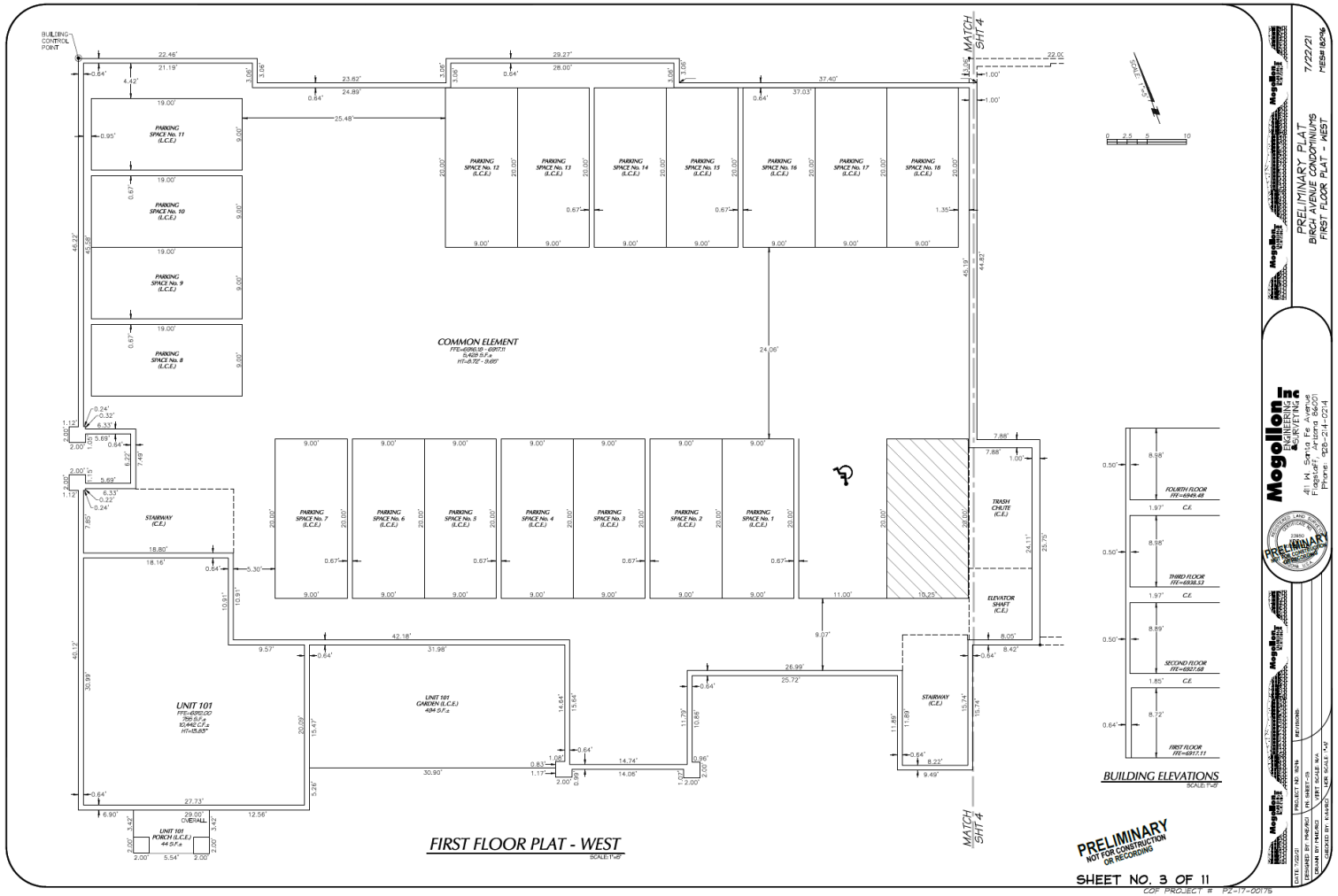
Miramonte @ Birch

- 3-story Apartment Building in the T4N.1 Zone
- 24 total residential dwelling units (14 one-bedroom and 10 two-bedroom units)
- 0.53 acres vacant site located at Birch and Verde
- Condominium plat – takes a multi-unit complex and creates the potential for individually owned units.

Miramonte @ Birch Preliminary Plat



Miramonte @ Birch Preliminary Plat



Required Finding #1: Zoning Code (Title 10)

Meets T4 Neighborhood (T4N.1) Zone Standards

- Building Type
  - Apartment Building Type – a medium to large-sized structure that consists of up to 32 side-by-side and/or stacked dwelling units accessed from the exterior of the building through one or more common entries.

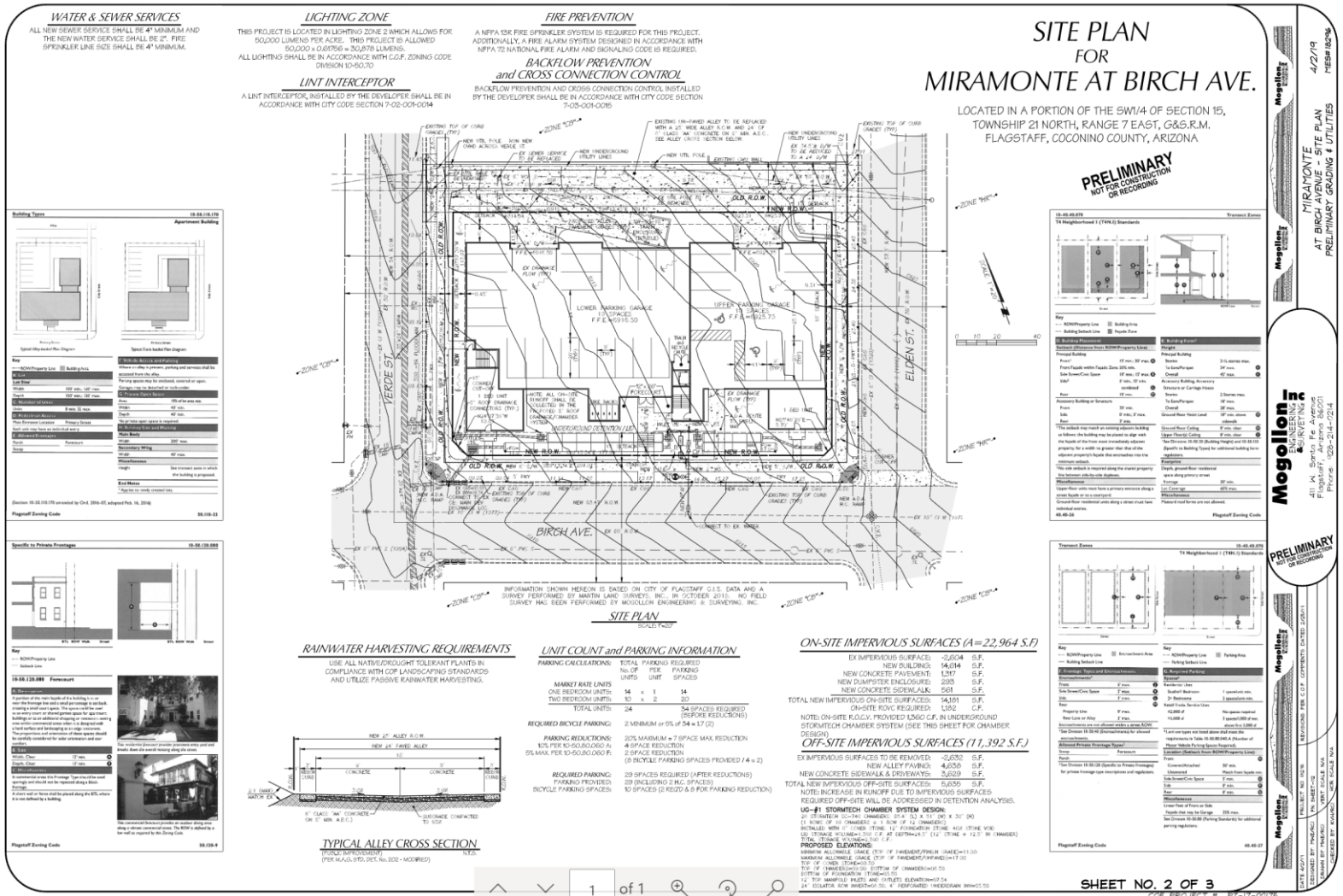
- Private Frontage Type
  - Forecourt which is an allowed frontage type on the Apartment Building. The building meets the Forecourt standards for minimum width and depth.

Required Finding #1: Zoning Code (Title 10)

Meets T4 Neighborhood (T4N.1) Standards

- Setbacks
  - Front Setback: 15’min/30’max
  - Side Street Setback: 10’min / 15’max
  - Rear Setback: 15’min
  - Maximum height: 45’ (the building meet this height)
  - Maximum lot coverage: 60% (54.3% actual)

Miramonte @ Birch Site Plan



WATER & SEWER SERVICES

ALL NEW SEWER SERVICE SHALL BE 4" MINIMUM AND THE NEW WATER SERVICE SHALL BE 2". FIRE SPRINKLER LINE SIZE SHALL BE 4" MINIMUM.

LIGHTING ZONE

THIS PROJECT IS LOCATED IN LIGHTING ZONE 2 WHICH ALLOWS FOR 50,000 LUMENS PER ACRE. THIS PROJECT IS ALLOWED 50,000 x 0.617756 = 30,878 LUMENS.
ALL LIGHTING SHALL BE IN ACCORDANCE WITH C.O.F. ZONING CODE DIVISION 10-50.70

LINT INTERCEPTOR

A LINT INTERCEPTOR, INSTALLED BY THE DEVELOPER SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-02-001-0014

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.

BACKFLOW PREVENTION and CROSS CONNECTION CONTROL

BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL INSTALLED BY THE DEVELOPER SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-05-001-0015

SITE PLAN
FOR
MIRAMONTE AT BIRCH AVE.

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SITE PLAN
SCALE: 1"=20'

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA AND A SURVEY PERFORMED BY MARTIN LAND SURVEYS, INC. IN OCTOBER 2015. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

RAINWATER HARVESTING REQUIREMENTS

USE ALL NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH COF LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER HARVESTING.

UNIT COUNT and PARKING INFORMATION

PARKING CALCULATIONS:	TOTAL UNITS	PARKING REQUIRED PER UNIT	PARKING SPACES
MARKET RATE UNITS			
ONE BEDROOM UNITS:	14	x 1	14
TWO BEDROOM UNITS:	10	x 2	20
TOTAL UNITS:	24		34 SPACES REQUIRED (BEFORE REDUCTIONS)

REQUIRED BICYCLE PARKING: 2 MINIMUM or 5% of 34 = 1.7 (2)

PARKING REDUCTIONS: 20% MAXIMUM = 7 SPACE MAX. REDUCTION
10% PER 10-50.80.060 A: 4 SPACE REDUCTION
5% MAX. PER 10-50.80.060 F: 2 SPACE REDUCTION
(8 BICYCLE PARKING SPACES PROVIDED / 4 = 2)

REQUIRED PARKING: 29 SPACES REQUIRED (AFTER REDUCTIONS)
PARKING PROVIDED: 28 (INCLUDING 2 H.C. SPACES)
BICYCLE PARKING SPACES: 10 SPACES (2 REQ'D & 8 FOR PARKING REDUCTION)

TYPICAL ALLEY CROSS SECTION
(PUBLIC IMPROVEMENT)
(PER M.A.G. STD. DET. No. 2012 - MODIFIED)

ON-SITE IMPERVIOUS SURFACES (A=22,964 S.F.)

EX IMPERVIOUS SURFACE:	-2,604	S.F.
NEW BUILDINGS:	14,634	S.F.
NEW CONCRETE PAVEMENT:	1,317	S.F.
NEW DUMPSTER ENCLOSURE:	235	S.F.
NEW CONCRETE SIDEWALK:	561	S.F.
TOTAL NEW IMPERVIOUS ON-SITE SURFACES:	14,181	S.F.
ON-SITE RDVC REQUIRED:	1,182	C.F.

NOTE: ON-SITE R.D.C.V. PROVIDED 1,560 C.F. IN UNDERGROUND STORMTECH CHAMBER SYSTEM (SEE THIS SHEET FOR CHAMBER DESIGN)

OFF-SITE IMPERVIOUS SURFACES (11,392 S.F.)

EX IMPERVIOUS SURFACES TO BE REMOVED:	-2,632	S.F.
NEW ALLEY PAVING:	4,656	S.F.
NEW CONCRETE SIDEWALK & DRIVEWAYS:	5,629	S.F.
TOTAL NEW IMPERVIOUS OFF-SITE SURFACES:	5,656	S.F.

NOTE: INCREASE IN RUNOFF DUE TO IMPERVIOUS SURFACES REQUIRED OFF-SITE WILL BE ADDRESSED IN DETENTION ANALYSIS.

UG-#1 STORMTECH CHAMBER SYSTEM DESIGN:
26 STORMTECH SC-740 CHAMBERS: 85.4' (L) X 51' (W) X 30" (H)
(1 ROW OF 13 CHAMBERS) + (1 ROW OF 12 CHAMBERS)
INSTALLED WITH 6" CLEAN STONE, 12" FOUNDATION STONE, 40# STONE VOID
UG STORAGE VOLUME=1,560 C.F. AT DEPTH=4.5' (12" STONE + 12.5" IN CHAMBER)
TOTAL STORAGE VOLUME=2,560 C.F.

PROPOSED ELEVATIONS:
MINIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/TYP) IN GRADE=11.00
MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)=17.00
TOP OF COVER STONE=10.50
TOP OF CHAMBER=9.00 / BOTTOM OF CHAMBER=4.50
BOTTOM OF FOUNDATION STONE=3.50
12" TOP MANIFOLD INLETS AND OUTLETS ELEVATION=7.54
24" EQUATOR ROW INVERT=4.50, 4" PERFORATED UNDERDRAIN INV=5.50

Mogollon Engineering & Surveying
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-7214

MIRAMONTE
AT BIRCH AVENUE - SITE PLAN
PRELIMINARY GRADING & UTILITIES

4/2/19

REVISIONS PER C.O.F. COMMENTS DATED (DATE)

DATE: (DATE)
PROJECT NO.: 1676
DRAWN BY: RMEARS
CHECKED BY: KVANCE
PH SHEET: 2
UNIT SCALE: N/A
HOR SCALE: N/A

SHEET NO. 2 OF 3

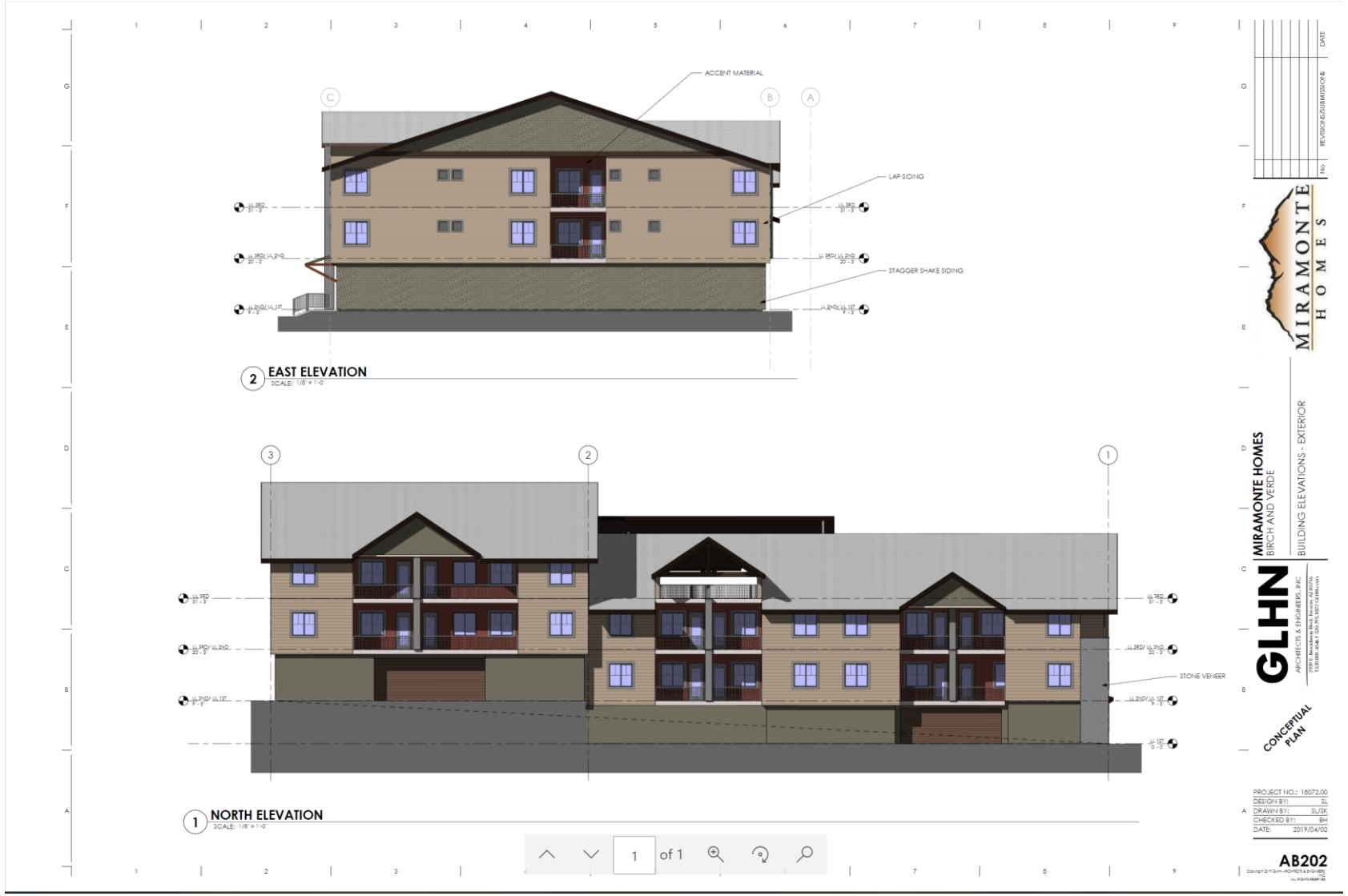
COF PROJECT # P2-19-0076

1 of 1

Miramonte @ Birch Elevations



Miramonte @ Birch Elevations



Required Finding #2: Engineering Standards (Title 13)

Meets Engineering Standards

- Public systems analysis conducted to confirm preliminary compliance with Engineering Standards
  - Compliance confirmed with Civil Engineering Plans (after Preliminary Plat approval)
- Access and Traffic
  - No Traffic Impact Analysis (TIA) required due to size of project

Meets Engineering Standards

- Water and Wastewater
  - Existing 10” water line
  - Existing 12” sewer line
- Stormwater
  - Underground detention and LID storage

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Preliminary Plat procedures, application requirements
- Minimum Required Subdivision Improvements
  - Identified in public systems analyses (previous slides)

Findings and Recommendation

Required Findings

- **The City Council shall find the Preliminary Plat meets the requirements of City Code** Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications

Staff Recommendation

- **The Planning and Zoning Commission, based on the required findings, forwards this Preliminary Plat to the City Council with a recommendation for approval**

14. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Christina Rubalcava, Senior Assistant City Attorney CR

Co-Submitter: Kevin Fincel

Date: 09/02/2021

Meeting Date: 09/07/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-42: A resolution approving two Binding Waivers of Enforcement relating to Assessor Parcel Numbers 101-35-002, 101-35-003, 101-35-004, and 105-10-481A located at the corner of Dale Avenue and Leroux Street and located at 3100 South Solitaires Canyon Drive.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-42 by title only
2) City Clerk reads Resolution No. 2021-42 by title only (if approved above)
3) Adopt Resolution No. 2021-42

Executive Summary:

D&L Property LLC, Tony and Elyse Cullum, and Nacho Biz LLC are the owners of three parcels of land located at the corner of Dale Avenue and Leroux Street with APN 101-35-002, APN 101-35-003, and APN 101-35-004. Peter F. Knadler Family Living Trust is the owner of real property located at 3100 South Solitaires Canyon Drive with APN 105-10-481A.

On November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, generally referred to as the High Occupancy Housing amendments, which made various amendments to the Flagstaff Zoning Code.

Arizona Revised Statutes §12-1134 (“Prop 207”) allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner’s existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property. On June 14, 2021, the property owners listed above filed claims for just compensation under Prop 207, asserting that the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-28 reduced their rights to use their respective properties and thereby reduced the fair market value of the properties. D&L Property LLC, Tony and Elyse Cullum, and Nacho Biz LLC are seeking $525,000 in just compensation and the Knadler Trust is seeking $1,200,000 in just compensation for the alleged reduction in market value of the properties.

In response to a claim for just compensation under Prop 207, a city may reach an agreement with the property owner on the demanded compensation, deny the demanded compensation and defend such denial in litigation, amend the land use law, repeal the land use law, or issue to the property owner a binding waiver of enforcement of the land use law on the owner’s specific parcels.

If the City Council approves and adopts the attached resolution approving the two Binding Waivers of Enforcement for the properties identified above, these properties would not be subject to the High Occupancy Housing amendments adopted by Ordinance 2020-28.

Financial Impact:

Adoption of the resolution and approval of the Binding Waivers of Enforcement will moot the pending claims for just compensation.

Policy Impact:

None.

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

None.

Has There Been Previous Council Decision on This:

No.

Attachments:

Res. 2021-42
Ex. A D&L et al Binding Waiver of Enforcement
Ex B. Knadler Binding Waiver of Enforcement
Presentation
HOH Ord. 2020-28
HOH Res. 2020-59

RESOLUTION NO. 2021-42

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING TWO BINDING WAIVERS OF ENFORCEMENT, RELATING TO ASSESSOR PARCEL NUMBERS 101-35-002, 101-35-003, 101-35-004, AND 105-10-481A LOCATED AT THE CORNER OF DALE AVENUE AND LEROUX STREET AND LOCATED AT 3100 SOUTH SOLITAIRES CANYON DRIVE, BOTH WITHIN THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, D&L Property LLC, Tony and Elyse Cullum, and Nacho Biz LLC are the owners of three parcels of land located at the corner of Dale Avenue and Leroux Street with APN 101-35-002, APN 101-35-003, and APN 101-35-004, and the Peter F. Knadler Family Living Trust is the owner of real property located at 3100 South Solitaires Canyon Drive with APN 105-10-481A (collectively "the Properties"); and

WHEREAS, on November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code; and

WHEREAS, the owners identified above owned the respective Properties on November 17, 2020; and

WHEREAS, Arizona Revised Statutes §12-1134 ("Prop 207") allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property; and

WHEREAS, on June 14, 2021, the owners filed a claim for just compensation under Prop 207, asserting that the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-28 reduced their rights to use the Properties and thereby reduced the fair market value of the Properties; and

WHEREAS, in response to a claim for just compensation under Prop 207, a city may issue to the property owner a binding waiver of enforcement of the land use law on the owner's specific parcels.

ENACTMENTS:

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

SECTION 1. That the Binding Waiver of Enforcement by and between the City of Flagstaff and D&L Property LLC, Tony and Elyse Cullum, and Nacho Biz LLC, which is attached hereto as Exhibit A, is hereby approved and the Mayor is authorized to execute the Binding Waiver of Enforcement.

SECTION 2. That the Binding Waiver of Enforcement by and between the City of Flagstaff and the Peter F. Knadler Family Living Trust, which is attached hereto as Exhibit B, is hereby

approved and the Mayor is authorized to execute the Binding Waiver of Enforcement.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of September, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Exhibit A - D&L Property LLC, Tony and Elyse Cullum, and Nacho Biz LLC Binding Waiver of Enforcement

Exhibit B - Peter F. Knadler Family Living Trust Binding Waiver of Enforcement

WHEN RECORDED, MAIL TO:

Flagstaff City Clerk
Stacy Saltzburg
211 W. Aspen Avenue
Flagstaff, AZ 86001

Law Office of Tevis Reich, PLLC
Attn: Tevis Reich, Esq.
6 E. Dale Ave
Flagstaff, AZ 86001
Tevis@TReichLaw.com

BINDING WAIVER OF ENFORCEMENT

THIS BINDING WAIVER OF ENFORCEMENT (this "Waiver") is made and entered into this __ day of_____, 2021, by and between the City of Flagstaff, an Arizona municipal corporation (the "City"), on the one hand, and D&L Property, LLC an Arizona Limited Liability Company; Tony & Elyse Cullum, individually; and Nacho Biz, LLC, an Arizona Limited Liability Company (collectively "Owners") on the other hand:

RECITALS:

A. The Owners each own a single Unit as part of a horizontal property regime in the Dale & Leroux Professional Office Building located in the downtown area of Flagstaff, Arizona at the corner of Dale Avenue and Leroux Street assigned Assessor Parcel numbers 101-35-002, APN 101-35-003, APN 101-35-004 the ownership interests being divided and subject to:

> The Final Plat of the Dale & Leroux Professional Office Building at Case 4, Map 19, Coconino County Public Records (hereinafter "Condominiums").

B. The Owners further own an undivided one-third interest of the real property and common areas upon which the Condominiums are situated upon legally described as follows:

> South 61' of Lots 7, 8, 9, 10, 11, 12, Block 53, Railroad Addition to the Townsite of Flagstaff, according to Book 1 of maps, page 7B, records of Coconino County, Arizona (hereinafter "Land").

C. The Condominiums, together with the Land, shall collectively be referred to herein as the "Property."

D. The Property is zoned Community Commercial (CC) and also has the option to elect T4 Neighborhood (T4N.1) transect zoning.

E. On November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code and which is generally known as the "High Occupancy Housing Zoning Code" amendment ("HOH Amendment"). The HOH Amendment became effective March 1, 2021.

F. The Owners were the owners of the Property on November 17, 2020.

G. The Arizona's Private Property Rights Protection Act, A.R.S. §§ 12-1131 through 12-1138 (the "Act"), allows property owners to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to develop, use, divide, sell, or possess private real property and such action reduces the fair market value of the real property.

H. On June 14, 2021, the Owners filed a written demand upon the City of Flagstaff pursuant to A.R.S. § 12-1134 alleging a violation of the Act and demanding just compensation under the Act if the City did not amend, repeal or issue a binding waiver of enforcement upon the Property thereby exempting the Property from the HOH Amendment.

H. To avoid the assertion of a claim, together with the uncertainty, risks and expense associated with litigation, the City desires to issue and the Owners are willing to accept a binding waiver of enforcement upon the Property making the Property exempt from Ordinance 2020-28 known as the HOH Amendment.

NOW, THEREFORE, in consideration of the exchange of promises above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and The Owners state, confirm, and agree as follows:

1) Incorporation of Recitals. The recitals stated above are true and correct and are incorporated herein as part of this waiver and agreement.

2) Binding Waiver of Enforcement. The City and The Owners agree and declare that the amendments to the Flagstaff Zoning Code known as the HOH Amendment adopted by Ordinance 2020-28 shall not be enforceable against, nor applicable to the Property, either in its entirety or any portion thereof and, as result, the Property shall not be subject to the requirements, conditions, limitations or obligations of the HOH Amendment in any way nor shall the use or development of the Property trigger the HOH Amendment or its requirements, conditions, limitations or obligations in any way. As a result of this Waiver, the Property shall be completely exempt from the requirements, conditions, limitations or obligations of any kind as set forth in the HOH Amendment.

3) Recordation. This Waiver shall be adopted by Resolution of the Flagstaff City Council and recorded by the City, in its entirety, in the Official Records of Coconino County, Arizona, not later than ten (10) days after approval and adoption.

4) Covenants Running with Land; Inurement. The covenants, conditions, terms, and provisions of this Waiver relating to use of the Property shall run with the Property in perpetuity and shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

5) Governing Law. This Waiver, and all rights and obligations created hereby, shall be determined and governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have executed this Waiver to be effective upon resolution approving and adopting this Waiver by the Flagstaff City Council.

City of Flagstaff

_____
Mayor

_____
Attest:

_____
City Clerk

_____
City Attorney

OWNERS
D&L Property, LLC, an Arizona Limited Liability Company
(APN 101-35-002)

_____
Tevis Reich, Trustee of the Reich Family Trust Dated November 28, 2005 as Member of D&L Property, LLC
(APN 101-35-003

_____
Tony Cullum

_____
Elyse Cullum

Nacho Biz, LLC, an Arizona Limited Liability Company
APN 101-35-004

_____
Tony Cullum, *Authorized Member*

_____
Elyse Cullum, *Authorized Member*

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

This instrument was acknowledged before me this _____ day of _____, 2020, by **_____,** being duly authorized in their capacity as **Mayor** on behalf of the **City of Flagstaff,** an Arizona Municipal corporation in the State of Arizona.

_____
Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Coconino)

This instrument was acknowledged before me on this ____ day of _____, 2020, by **Tevis Reich, Trustee of the Reich Family Trust Dated November 28, 2005 as Member of D&L Property, LLC.**

_____

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Coconino)

This instrument was acknowledged before me on this ____ day of _____, 2020, by **Tony Cullum and Elyse Cullum.**

_____

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Coconino)

This instrument was acknowledged before me on this ____ day of _____, 2020, by **Tony Cullum and Elyse Cullum as authorized members of Nacho Biz, LLC.**

_____

My Commission Expires:

WHEN RECORDED, MAIL TO:

Flagstaff City Clerk
Stacy Saltzburg
211 W. Aspen Avenue
Flagstaff, AZ 86001

Law Office of Tevis Reich, PLLC
Attn: Tevis Reich, Esq.
6 E. Dale Ave
Flagstaff, AZ 86001
Tevis@TReichLaw.com

BINDING WAIVER OF ENFORCEMENT

THIS BINDING WAIVER OF ENFORCEMENT (this "Waiver") is made and entered into this __ day of _____, 2021, by and between the City of Flagstaff, an Arizona municipal corporation (the "City"), on the one hand, and Peter F. Knadler, Trustee of the Peter F. Knadler Family Living Trust dated August 29, 2018, ("The Knadler Trust") on the other hand.

RECITALS:

A. The Knadler Trust is the owner of real property within the city limits of Flagstaff, Arizona, Coconino County with an address of 3100 South Solitaries Canyon Drive, Flagstaff Arizona 86005 (APN 105-10-481A) and further legally described as follows:

> Lots 354 and 355, ESTATES AT PINE CANYON, UNIT 5, as shown on the plat thereof, recorded in Instrument No. 3724636, records of Coconino County, Arizona ("Property").

B. The Property is zoned Single Family Residential (R1).

C. On November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code and which is generally known as the "High Occupancy Housing Zoning Code" amendment ("HOH Amendment"). The HOH Amendment became effective March 1, 2021.

D. The Knadler Trust was the owner of the Property on November 17, 2020.

E. The Arizona's Private Property Rights Protection Act, A.R.S. §§ 12-1131 through 12-1138 (the "Act"), allows property owners to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to develop,

use, divide, sell, or possess private real property and such action reduces the fair market value of the real property.

F. On June 14, 2021, The Knadler Trust filed a written demand upon the City of Flagstaff pursuant to A.R.S. § 12-1134 alleging a violation of the Act and demanding just compensation under the Act if the City did not amend, repeal or issue a binding waiver of enforcement upon the Property thereby exempting the Property from the HOH Amendment.

H. To avoid the assertion of a claim, together with the uncertainty, risks and expense associated with litigation, the City desires to issue and the owners are willing to accept a binding waiver of enforcement upon the Property making the Property exempt from Ordinance 2020-28 known as the HOH Amendment.

NOW, THEREFORE, in consideration of the exchange of promises above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and The Knadler Trust state, confirm, and agree as follows:

1) Incorporation of Recitals. The recitals stated above are true and correct and are incorporated herein as part of this Waiver.

2) Binding Waiver of Enforcement. The City and The Knadler Trust agree and declare that the amendments to the Flagstaff Zoning Code known as the HOH Amendment adopted by Ordinance 2020-28 shall not be enforceable against, nor applicable to the Property, either in its entirety or any portion thereof and, as result, the Property shall not be subject to the requirements, conditions, limitations or obligations of the HOH Amendment in any way nor shall the use or development of the Property trigger the HOH Amendment or its requirements, conditions, limitations or obligations in any way. As a result of this Waiver, the Property shall be completely exempt from the requirements, conditions, limitations or obligations of any kind as set forth in the HOH Amendment.

3) Recordation. This Waiver shall be adopted by Resolution of the Flagstaff City Council and recorded by the City, in its entirety, in the Official Records of Coconino County, Arizona, not later than ten (10) days after approval and adoption.

4) Covenants Running with Land; Inurement. The covenants, conditions, terms, and provisions of this Waiver relating to use of the Property shall run with the Property in perpetuity and shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

5) Governing Law. This Waiver, and all rights and obligations created hereby, shall be determined and governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have executed this Waiver to be effective upon resolution approving and adopting this Waiver by the Flagstaff City Council.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

_____
City Attorney

Owner:

By:_____
Peter F. Knadler, Trustee of the Peter F. Knadler Family Living Trust dated August 29, 2018

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

This instrument was acknowledged before me this _____ day of _____, 2020, by _____**,** being duly authorized in their capacity as **Mayor** on behalf of the **City of Flagstaff,** an Arizona Municipal corporation in the State of Arizona.

_____
Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Coconino)

This instrument was acknowledged before me on this ____ day of _____, 2020, by **Peter F. Knadler, Trustee of the Peter F. Knadler Family Living Trust dated August 29, 2018**.

_____

My Commission Expires:

Prop 207 Claims

Binding Waivers of Enforcement

Kevin Fincel

Deputy City Attorney

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Background

Ordinance 2020-28

- On November 17, 2020, the Flagstaff City Council adopted Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code.
- The amendments made certain changes regulating High Occupancy Housing ("HOH"), including:
  - Requiring a Conditional Use Permit for HOH
  - Restricting HOH of 4 units or more to the pedestrian shed of an activity center
  - Adding parking, bedroom/bathroom, and other HOH regulations

Background

Prop 207 Claims

- On June 14, 2021, D&L Property LLC, Tony and Elyse Cullum, and Nacho Biz LLC filed a Prop 207 claim with the City regarding three parcels of land located at the corner of Dale Avenue and Leroux Street.

- The owners claim that, as the result of the November 2020 code amendments, the properties lost a collective $525,000.

Background

Prop 207 Claims

- On June 14, 2021, the Knadler Trust filed a Prop 207 claim with the City regarding a parcel of land located at 3100 South Solitaries Canyon Drive.

- The owner claims that, as the result of the November 2020 code amendments, the property lost $1,200,000.

Overview of Prop 207

- A.R.S. § 12-1134 (also known as Prop 207) provides that if "the existing rights to use, divide, sell or possess private real property are reduced by the enactment or applicability of any land use law enacted after the date the property is transferred to the owner and such action reduces the fair market value of the property the owner is entitled to just compensation from this state or the political subdivision of this state that enacted the land use law."
- The landowner must make a written demand for a specific amount of just compensation.
- The city has 90 days to pay, amend the law, or permanently waive enforcement of the new land use law on the landowner's parcel.

Overview of Prop 207

- If the city does not act, the landowner may file a claim for just compensation in superior court within three years of the date the land use law took effect.
- Just compensation for diminution in value is the reduction in fair market value for the property resulting from the land use law.
- Fair market value is the most likely price which the land would bring if exposed for sale in the open market by a purchaser who buys with knowledge of all the uses and purposes to which it is adapted and for which it is capable.

Binding Waiver of Enforcement

- If approved by Council, the City will agree and declare that the HOH Zoning Code amendments will not be enforced nor applicable to the entirety, or any portion of the properties identified in this presentation.

Questions?

Any questions?

ORDINANCE NO. 2020-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – HIGH OCCUPANCY HOUSING LAND USE"*; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to implement the High Occupancy Housing Plan by adopting modifications to the land use and property development tables, specific to use standards, parking standards, definitions, and the appendixes; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 23, 2020, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on October 28, 2020, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2020-59.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one(1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2020-59 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 3. The Zoning Code text amendment is consistent with and conforms to the goals of the Regional Plan.

SECTION 4. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This resolution shall be effective on March 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2020-59

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "*CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – HIGH OCCUPANCY HOUSING LAND USE*"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2020-59, by first declaring said amendments to be a public record.

ENACTMENTS:

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

SECTION 1. In General.

That certain document known as *"Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective on March 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A. Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use

Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use

Amendment for Adoption in Flagstaff Zoning Code

HOW TO READ THIS DOCUMENT

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

Provisions that are being added are shown in bold blue text, like this: **Provisions that are being added are shown in bold blue text.**

Graphics/Figures that are being deleted are indicated with an "X" over the graphic/figure.

Graphics/Figures that are being added are indicated with a border  around the graphic/figure.

Tables that are being deleted are indicated with an "X" over the Tables.

Tables that are being added are indicated with a thick border  around the Tables.

Bold blue capitalized text, **BOLD BLUE CAPITALIZED TEXT LIKE THIS**, are additions that the City Council made at the November 17, 2020 City Council Meeting

Section 1. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection B. Residential Zones – Allowed Uses, as follows:

Section 10-40.30.030 Residential Zones

B. Residential Zones – Allowed Uses. The allowed land uses of each of the Residential Zones are shown in Table 10-40.30.030.B.

Table 10-40.30.030.B.
Residential Zones – Allowed Uses.

Primary Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
Ranching, Forestry and Animal Keeping								
Animal Keeping	10-40.60.070	P[6]	P[6]	--	--	--	--	--
Recreation, Education and Assembly								
Commercial Campgrounds	10-40.60.130	UP	--	--	--	--	--	--
Equestrian Recreational Facilities		UP	UP	UP	--	--	--	--
Golf Courses and Facilities		UP	UP	UP	--	--	--	--

Libraries, Museums		UP	UP	UP	UP	UP	UP	UP
Meeting Facilities, Public and Private	10-40.60.230							
Regional		--	--	--	--	--	--	--
Neighborhood		P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]
Outdoor Public Uses, General		P	P	P	--	P	P	P
Places of Worship		P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]
Schools – Private		P	P	P	P	P	P	P
Schools – Public and Charter		P[3]	P[3]	P[3]	P[3]	P	P	P[3]
Trade Schools		--	--	--	--	--	--	--
Residential								
Co-housing	10-40.60.120	P	P	PRD	--	P	P	--
Congregate Care Facilities		UP	UP	UP	UP	P	P	UP
Day Care, Centers	10-40.60.150.B	UP	UP	UP	UP	UP	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P	P	P
Development, Duplex		PRD	PRD	PRD	P	P	P	--
Development - Cluster, Single-Family	10-40.60.170	P	P	— PRD	--	--	--	--
Development, Multiple-Family		PRD	PRD	PRD	--	P	P	--
Development, Single-Family		P	P	P	P	PRD[4]	PRD[4]	P
Dormitories		--	--	--	--	UP	UP	--
Group Home		P	P	P	P	P	P	P
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	**UP**	**UP**	**UP**	**UP/PRD**	**UP/PRD**	**UP**
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP/PRD**	**UP/PRD**	**UP/PRD**	**UP**	**UP**	**UP**	**--**
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP/PRD**	**UP/PRD**	**UP/PRD**	**--**	**UP**	**UP**	**--**

High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP/PRD**	**UP/PRD**	**UP/PRD**	**--**	**UP**	**UP**	**--**
Home Occupation	10-40.60.180	P	P	P	P	P	P	P
Institutional Residential								
Custodial Care Facilities		UP	UP	UP	UP	UP	UP	UP
Homeless Shelters	10-40.60.190							
Emergency Shelters		UP	UP	UP	UP	UP	UP	UP
Short Term Housing		UP	UP	UP	UP	UP	UP	UP
Transitional Housing		UP	UP	UP	UP	UP	UP	UP
Sheltered Care Homes		UP	UP	UP	UP	UP	UP	UP
Nursing Homes		--	UP	UP	UP	UP	UP	UP
Live/Work	10-40.60.200	--	--	--	--	UP/PRD	UP/PRD	--
Manufactured Home	10-40.60.210	--	--	--	--	--	--	P
Manufactured Home Park	10-40.60.210.D	--	--	--	--	--	--	P
Manufactured Home Subdivision	10-40.60.210.C	--	--	--	--	--	--	P
Mobile Home		--	--	--	--	--	--	P
Planned Residential Development	10-40.60.280	P	P	P	P	P	P	--
~~**Rooming and Boarding Facilities**~~		~~--~~	~~**UP**~~	~~--~~	~~--~~	~~**UP**~~	~~**UP**~~	~~**UP**~~
Single Room Occupancy, Fraternities and Sororities		--	--	--	--	UP	UP	--
Retail Trade								
Neighborhood Market								
≤ 1,500 sf		--	--	UP	--	--	--	UP
≤ 2,500 sf		--	--	--	--	UP	--	--
≤ 5,000 sf		--	--	--	--	--	UP	--
Offices		--	--	--	--	--	UP	--

Services								
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P	P	P
Cemeteries		UP	UP	UP	--	UP	UP	UP
Hospitals		UP	UP	UP	UP	UP	UP	UP
Public Services								
Emergency Services		UP	UP	UP	UP	UP	UP	UP
Public Services Minor		P	P	P	P	P	P	P
Public Services Major		--	--	--	--	--	--	--
Telecommunications Facilities								
AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Antenna-supporting Structure	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Colocation Facility	10-40.60.310	P	P	P	UP	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Stealth Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Transportation and Infrastructure								
Accessory Wind Energy Systems	10-40.60.040	P	P	P	--	P	P	P
Urban Agriculture								
Community Garden	10-40.60.140	P	P	P	P	P	P	P
Nurseries		UP	--	--	--	--	--	--

End Notes
1. A definition of each listed use type is in Chapter 10-80, Definitions.
2. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.
3. Charter schools proposed in existing single-family residences shall be located on residential lots one acre or greater. Charter schools shall be subject to the review processes established in A.R.S. §15-189.01., as amended.

4.	Existing single-family uses and lots recorded in MR and HR, prior to the effective date of this Zoning Code, are considered legal, conforming uses.
5.	A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
6.	Use is allowed only on a lot or parcel with a net lot area of five acres, or greater.

Key	
P	= Permitted Use
UP	= Conditional Use – Requires the Approval of a Conditional Use Permit
PRD	= Allowed Use only when part of a Planned Residential Development (see Section 10-40.60.280)
UP/PRD	= Conditional Use – Requires the Approval of a Conditional Use Permit, and the use shall be part of a Planned Residential Development (see Section 10-40.60.280)
- -	= Use Not Allowed

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection C. Residential Zones – Building Form Standards and Property Development Standards, as follows:

10-40.30.030 Residential Zones

C. Residential Zones – Building Form Standards and Property Development Standards. The building form and property development standards shown in Table 10-40.30.030.C. shall apply to all property within the corresponding residential zone.

Table 10-40.30.030.C.
Residential Zones – Building Form and Property Development Standards.

	Residential Zones						
	RR	**ER**	**R1**	**R1N**	**MR**	**HR**	**MH**
Residential development subdivided by a plat that was recorded before December 5, 2011							
Lot sizes	(1) Lot sizes and setbacks shall be provided in accordance with the requirements delineated on the final plat approved by the City Council and recorded. When a recorded plat does not have setbacks delineated, the Building Placement Requirements of this table shall govern. (2) Any lot(s) created or reconfigured in accordance with the subdivision code shall conform with the current requirements of						
Setbacks							

	the property's zone, unless alternate lot sizes and setbacks are approved by the City Council on a final plat that is recorded.						
Building Placement Requirements							
Setbacks							
Front (min.)							
2nd Floor and Below	75'	50'	15'	15'	10'	10'	15'
Above 2nd Floor	75'	50'	15'	15'	15'	15'	15'
For Parking	--	--	25'[1]	--	--	--	--
Side (min.)							
Side Yard	10'	20'min./ 45'total	8'	6'	5'	5'	8'
Street Side Yard	25'	20'	15'	6'	5'	5'	12'
Rear (min.)	10'	60'	25'[2]	15'	15'[3]	15'[3]	10'
Building Form Requirements							
Building Height (max.)[12,13, and 14]	35'	35'	35'	35'	35'	60'[4]	30'
Coverage (max.)	20%	17%	35%	35%	40%	50%	43%
Density Requirements (See Division 10-30.20, Affordable Housing Incentives)							
Gross Density (units/acre)							
Min.	--	--	2	2	6	10	--
~~**Max. Outside the RPO**~~	~~**1**~~	~~**1**~~	~~**6**~~	~~**14**~~	~~**14**~~	~~**29**[5]~~	~~**11**~~
Maximum without the Resource Protection Overlay (RPO)	**1**	**1**	**6**	**14**	**14**	**29**[5]	**11**
Maximum with the RPO, inside of a pedestrian shed of an activity center[(18)]	**1**	**1**	**6**	**14**	**14**	**29**[5]	**11**
~~**Max. Within the RPO**~~ **Maximum with the RPO, outside of a pedestrian shed of an activity center**[(18)]	1	1	5	--	9	22	4
Multiple-Family Developments with four dwelling units or more, Bedrooms per Acre							
Maximum without the RPO	**---End note 15---**		**15**	**--**	**35**	**72.5**	**--**
Maximum without the RPO with a Conditional Use Permit for a High Occupancy Housing Development inside of a	**---End note 16---**		**21**	**--**	**49**[17]	**101.5**[17]	**--**

pedestrian shed of an activity center[18]							
Maximum with the RPO	**---End note 15---**	**12.5**	**--**	**22.5**	**55**	**--**
Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center[18]	**---End note 16---**	**17.5**	**--**	**31.5[17]**	**77[17]**	**--**
Lot Requirements							
Area							
Gross (min.)	1 ac[6]	1 ac	6,000 sf	6,000 sf	6,000 sf	6,000 sf	5 ac
Per Unit (min.)	1 ac[6]	1 ac	6,000 sf	3,000 sf	End note 5	End note 5	4,000 sf
Width							
Interior Lots (min.)	100'[7]	149'[8]	60'[8,9]	50'	50'[8,9]	50'[8,10]	--
Corner Lots (min.)	100'[7]	149'[8]	60'[8,9]	50'	50'[8,9]	50'[8,10]	--
Depth (min.)	200'[7]	--	100'[8]	100'	100'[8]	75'[8,10]	--
Other Requirements							
Open Space (% of Development Site Area)[11]	--	--	--	--	See Table 10-40.30.030.A		
Fences and Screening	See Division 10-50.50						
Landscaping	See Division 10-50.60						
Lighting	See Division 10-50.70						
Parking	See Division 10-50.80						
Signs	See Division 10-50.100						

End Notes

1. 15' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character).
2. One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 25' to the rear property line does not exceed 50% of the lot width.
3. May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided, see Section 10-40.30.030(H).
4. Building height can be exceeded with approval of a Conditional Use Permit.
5. The maximum number of units for each lot is based on the following:

Area of Lot	Required Lot Area Per Dwelling Units
5,000 to 14,000 square feet	2,500 square feet
14,001 to 24,000 square feet	2,000 square feet
24,001 square feet and over	1,500 square feet

6. Five-acre minimum where public water supply and public streets are not available to serve the property.

7. Where public water supply and public streets are not available to serve the property a minimum lot width of 200' and lot depth of 250' are required.

8. Within a Planned Residential ~~Development~~ **Development,** the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Section 10-40.60.280, Planned Residential Development).

9. Lot width measured at the setback line.

10. On lots greater than 9,000 sf: 70' minimum width on interior lots, 75' minimum width on corner lots and 100' minimum depth on all lots.

11. ~~Any required common~~ **Common** open space as required in Division 10-50.110, Specific to Building Types, and areas set aside for resource preservation such as floodplains, slopes and forests (Division 10-50.90, Resource Protection Standards) may be used to satisfy this standard. In this context, **"open space" includes active and passive recreation uses, landscape areas, and community gardens.**

12. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.

13. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.

14. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the **maximum building height allowed for property's zone. The total area of the referenced allowances** above the building height shall not exceed 20 percent of the total roof area.

15. Multiple-Family Developments are allowed 3 bedrooms for the first acre of a Development Site and 2.5 bedrooms per acre for each additional acre of a Development Site.

16. Multiple-Family Developments are allowed 4 bedrooms for the first acre of a Development Site and 3.5 bedrooms per acre for each additional acre of a Development Site.

17. Additional bedrooms per acre may be approved on a lot or parcel inside of a pedestrian shed of a Regional Activity Center delineated on the General Plan or applicable Specific Plan with an HOHD Conditional Use Permit.

18. Activity centers are delineated on the General Plan or applicable Specific Plan.

Key
- - Not Applicable

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection B. Commercial Zones – Allowed Uses., as follows:

10-40.30.040 Commercial Zones

B. **Commercial Zones – Allowed Uses.** The allowed land uses of each of the Commercial zones are shown in Table 10-40.30.040.B.

Table 10-40.30.040.B.

Commercial Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Commercial Zones				
		SC	CC	HC	CS	CB
Industrial, Manufacturing, Processing and Wholesaling						
Carpenter or Cabinet Shops		--	--	--	P	-
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sale		--	--	UP	--	
Machine or Metal Working Shops		--	--	--	P	--
Manufacturing and Processing – Incidental		--	P	P	P	P
Micro-brewery or Micro-distillery	10-40.60.240	--	P	P	P	P
Mini-storage Warehousing	10-40.60.250	--	--	UP[2]	P	--
Research and Development Uses	10-40.60.300	--	--	UP	--	--
Transportation or Trucking Yards		--	--	--	P	--
Vehicle Towing/Impound Yard		--	--	P[4]	--	--
Warehousing	10-40.60.330	--	P[3]	P[3]	--	P[3]

Wholesaling and Distribution		--	--	--	P	P[3]
Recreation, Education and Assembly						
Automobile, Go-kart, Miniature Automobile Racing	10-40.60.080	--	UP	UP	--	--
Commercial Campgrounds	10-40.60.130	--	--	P	--	--
Commercial Recreation Facilities, Indoor		P	P	P	--	P
Commercial Recreation Facilities, Outdoor	10-40.60.270	--	UP	UP	--	--
Libraries, Museums		P	P	P	P	P
Meeting Facilities, Public or Private	10-40.60.230					
Regional		--	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]
Neighborhood		P[5]	P/UP[5]	--	--	--
Outdoor Public Uses, General		P	P	P	--	--
Places of Worship		P/UP[10]	P/UP[10]	P/UP[10]	P/UP[10]	P/UP[10]
Schools – Public and Charter		P	P	P	P	P
Schools – Private		P	P	P	P	P
Theaters		P	P	P	--	P
Trade Schools		--	UP	UP	UP	UP
Residential[7]						
Co-housing	10-40.60.120	P[6]	P[6]	P[6]	P[6]	P[6]
Congregate Care Facilities		UP	P	P	P	UP
Day Care, Centers	10-40.60.150.B	P	P	P	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P
Development, Duplex		P[6]	P[6,9]	P[6]	P[6]	P[6]
Development, Multiple-Family		P[6]	P[6]	P[6]	P[6]	P[6]
Development, Single-Family		--	P[9]	--	--	--

Dormitories		UP[6]	UP[6]	UP[6]	UP[6]	UP[6]
Fraternities and Sororities		UP[6]	UP[6]	UP[6]	UP[6]	UP[6]
Group Homes		P[6]	P[6]	P[6]	P[6]	P[6]
High Occupancy Housing Development, Single-Family	**10-40.60.175**	--	**UP**	--	--	--
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**
Home Occupation	10-40.60.180	P	P	P	P	P
Institutional Residential						
Custodial Care Facilities		P[8]	P[8]	P[8]	P[8]	P[8]
Homeless Shelters	10-40.60.190					
Emergency Shelters		P[8]	P[8]	P[8]	P[8]	P[8]
Short Term Housing		P[8]	P[8]	P[8]	P[8]	P[8]
Transitional Housing		P	P	P	P	P
Nursing Homes		UP	UP	UP	UP	UP
Sheltered Care Homes		P	P	P	P	P
Live/Work	10-40.60.200	P	P	P	P	P
Planned Residential Development	10-40.60.280	P/UP	P/UP[9]	UP	UP	UP
Residence for Owner, Caretaker or Manager		P[6]	P[6]	P[6]	P[6]	P[6]
~~**Rooming and Boarding Facilities**~~		~~**UP[6]**~~	~~**UP[6]**~~	~~**UP[6]**~~	~~**UP[6]**~~	~~**UP[6]**~~

Single Room Occupancy		UP	--	P	--	P
Retail Trade						
Bars/Taverns		P	P	P	P	P
Crematorium		P	P	P	P	--
Drive-through Retail	10-40.60.160	P	P	P	--	--
Drive-through Service		P	P	P	--	--
Farmers Markets and Flea Markets		--	P	P	P	P
General Retail Business		P	P	P	P	P
Mixed Use	10-40.60.260	P	P	P	P	P
Mixed-Use High Occupancy Housing Development	**10-40.60.175 and 10-40.60.260**	**UP**	**UP**	**UP**	**UP**	**UP**
Restaurant or Cafe		P	P	P	P	P
Services						
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P
Cemeteries		UP	UP	UP	UP	--
Dry-cleaning, Processing		P	P	P	--	--
Equipment Rental Yard		--	UP	P	P	--
Funeral Homes, Chapels and Mortuaries		--	P	P	--	UP
General Services		P	P	P	P	P
Hospital		UP	UP	UP	UP	UP
Kennel, Animal Boarding	10-40.50.195			UP [11]		
Medical Marijuana Dispensary	10-40.60.220	--	--	P	--	--
Office		P	P	P	P	P
Public Services						
Public Services Major		--	--	--	--	--

	Public Services Minor		P	P	P	P	P
	Emergency Services		UP	UP	UP	UP	UP
Travel Accommodations			UP	--	P	--	P
Veterinary Clinics			P	P	P	P	--
Veterinary Hospitals			--	--	UP	UP	--
Telecommunication Facilities							
AM Broadcasting Facilities		10-40.60.320	UP	UP	UP	UP	UP
Antenna-Supporting Structure		10-40.60.320	UP	UP	UP	UP	UP
Attached Telecommunication Facilities		10-40.60.320	P	P	P	P	P
Collocation Facility		10-40.60.320	P	P	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities		10-40.60.320	P	P	P	P	P
Stealth Telecommunication Facilities		10-40.60.320	P	P	P	P	P
Transportation and Infrastructure							
Accessory Wind Energy Systems		10-40.60.040	P	P	P	P	P
Garages, Off-Street			P	P	P	P	P
Parking Lots, Off-Street		10-50.80	P	P	P	P	P
Passenger Transportation Facilities			--	--	UP	UP	UP
Urban Agriculture							
Community Gardens		10-40.60.140	P	P	P	P	P
Food Production			--	--	UP[2]	UP[2]	--
Vehicle Sales and Services							
Automobile Service Station and Convenience Store		10-40.60.090	P	P	P	P	--

Automobile and Trailer Rental		--	--	P	P	--
Automobile/Vehicle Sales and Service, New and Used		--	UP	P	P	UP
Automobile/Vehicle Repair Garages – Minor	10-40.60.100	--	UP	P	P	--
Automobile/Vehicle Repair Garages – Major	10-40.60.100	--	--	P	P	--
Car Washes		P	P	P	--	--
Mobile Homes and Recreational Vehicles, Sales, and Service		--	--	P	--	--

End Notes

1. A definition of each listed use type is in Chapter 10-80, Definitions.
2. Only allowed on lots that do not have highway frontage or behind existing/new commercial uses.
3. Only permitted when incidental to permitted use.
4. This use shall be screened. See Division 10-50.50, Fences and Screening, for fencing and screening requirements.
5. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.
6. Residential uses with more than two units are allowed as part of a mixed-use development located above or behind the commercial uses, or as a planned residential development ~~(Section 10-40.60.280)~~.
7. Residential uses in the CC, HC, CS and CB zones, and residential uses and properties listed on the National Historic Registry or within the Landmarks overlay zone existing prior to the effective date of this Zoning Code are considered legal, nonconforming uses. Residential uses in the CC, HC, CS and CB zones shall be subject to the development standards established in the HR zone.
8. Conditional use permit is required if proximity between shelter facilities is less than one-quarter mile.
9. Single-family and duplex land uses are permitted by right on lots ≤9,000 sf and existing prior to November 1, 2011, subject to the building placement and building form requirements of the MR zone.
10. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
11. Outdoor kenneling of animals is prohibited.

Key

P = Permitted Use
UP = Conditional Use Permit Required
-- = Use Not Allowed

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection C. Commercial Zones – Building Form Standards., as follows:

Section 10-40.30.040 Commercial Zones

C. Commercial Zones – Building Form and Property Development Standards. The building form and property development standards shown in Table 10-40.30.040.C. shall apply to all property with the corresponding commercial zones.

Table 10-40.30.040.C.
Commercial Zones – Building Form and Property Development Standards

	Commercial Zones				
	SC	**CC**	**HC**	**CS**	**CB**
Building Placement Requirements					
Setback from property line					
Front (Also see Section 10-50.60.040.B)	15'[1]	0'	0'[2]	0'	0'
Side					
Adjacent to Residential Use	---------- 15' min.[6] ----------				
Street Side (min.)	10'[3]	10'[3]	10'[3]	10'[3]	0'
All Other sides	---------- 0' ----------				
Rear					
Adjacent to Residential	---------- 15' min. ----------				
All Other rears	---------- 0' ----------				
Building Form Requirements					
Building Height (max.)[8, 9, 10]	35'	60'[4, 7]	60'[4]	60'[4]	60'[4]
Gross FAR (max.)	0.8	2.5	3.0	2.0	No max.
Density Requirements					
Gross Density (units/acre) ~~(max.) (Not Applicable to Mixed Use)~~					
~~Areas of the City without the Resource Protection Overlay (RPO)~~ **Maximum without the Resource Protection Overlay (RPO)**	~~13~~ **13[11]**	---------- ~~29~~ **29[11]** ----------			
~~Areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan, with or without the RPO~~ **Maximum with the RPO, inside of a pedestrian shed of an activity center[(13)]**	~~13~~ **13[11]**	---------- ~~29~~ **29[11]** ----------			
~~Areas of the City with RPO, excluding areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan~~	~~13~~ **13[11]**	---------- ~~22~~ **22[11]** ----------			

	Maximum with the RPO, outside of a pedestrian shed of an activity center[(13))]					
Maximum Bedroom Requirements						
Bedrooms per Acre on a Development Site with Four Dwelling Units or More						
	Maximum without the RPO for a development	**35[12]**	**---------- 72.5[12]----------**			
	Maximum with the RPO inside of a pedestrian shed of an activity center[(13)]	**35[12]**	**---------- 72.5[12]----------**			
	Maximum with the RPO inside of a pedestrian shed of an activity center[(13)]	**35[12]**	**---------- 55[12]----------**			
Lot Requirements						
Area (Gross sf) (min.)[5]		6,000	9,000	9,000	9,000	7,000
Width (min.)[5]		50'	60'	60'	60'	50'
Depth (min.)[5]		100'	100'	100'	100'	--
Open Space						
Developments with Two or More Dwelling Units		---------- 15 percent of the net lot area ----------				
Other Requirements						
Fences and Screening		See Division 10-50.50				
Landscaping		See Division 10-50.60				
Outdoor Lighting		See Division 10-50.70				
Parking		See Division 10-50.80				
Signs		See Division 10-50.100				

End Notes

1. Front setbacks shall be equal to 15' or match adjacent residential development, whichever is less.
2. No front setback required, except when required by the adoption of building setback lines along specified streets.
3. Setback may be reduced to 5' min., if the landscape street buffer is reduced in accordance with Section 10-50.60.040(B), Nonresidential Zone Buffers.
4. Conditional use permit required for structures over 60' in height.
5. Within a planned residential development, the minimum area, width, and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a planned residential development (see Section 10-40.60.280, Planned Residential Development).
6. Except that the setback from a proposed residential use in a commercial zone to other residential uses shall be 5' min.
7. Single-family dwellings and duplexes in the CC zone shall be limited to a maximum height of 35 feet consistent with the height standard for the MR zone.
8. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.
9. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional

	height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.
10.	Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.
11. Additional density may be approved with an HOHD or MHOHD Conditional Use Permit.	
12. Additional bedrooms per acre may be approved with an HOHD or MHOHD Conditional Use Permit.	
13. Activity centers are delineated on the General Plan or applicable Specific Plan.	

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.050 T3 Neighborhood I (T3N.1) Standards, H. Allowed Uses, as follows:

10-40.40.050 T3 Neighborhood I (T3N.1) Standards

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.1**	**Land Use[1]**	**Specific Use Regulations**	**T3N.1**
Residential			Places of Worship		P/UP[6]
Accessory Buildings and Structures	10-40.60.020	P	Schools – Private		P
Accessory Dwelling Unit	10-40.60.040	P	Schools – Public and Charter		P[5]
Co-Housing	10-40.60.120	P	Retail Trade		
Congregate Care Facilities		UP	**Neighborhood Market ≤ 1,500 sf**		UP
Dormitories and Fraternities/Sororities		UP	Services		
Dwelling: Multiple-Family		P[2]	Bed and Breakfast	10-40.60.110	P
Dwelling: Single-Family		P	Cemeteries		UP
Duplex		P[2]	Daycare	10-40.60.150	
Group Home		P	Home		P
Home Occupation	10-40.60.180	P	Centers		UP
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	Public Services		

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.1**	**Land Use[1]**	**Specific Use Regulations**	**T3N.1**
Institutional Residential	10-40.60.190	UP	Public Services Minor		P
~~**Rooming and Boarding Facilities**~~		~~**UP**~~	Emergency Services		UP
Recreation, Education and Public Assembly			Telecommunication Facilities		
Dance or Music Studio ≤ 650 sf		P[3]	Stealth Telecommunication Facilities	10-40.60.310	P
Libraries, Museums			Transportation and Infrastructure		
≤ 2,500 sf		P	Accessory Wind Energy Systems	10-40.60.040	P
> 2,500 sf		UP	Urban Agriculture		
Meeting Facilities, Public and Private	10-40.60.230	P/UP[4]	Community Gardens	10-40.60.140	P
Outdoor Public Use, General		P			

End Notes

1. See Chapter 10-80, Definitions, for use type definitions.
2. Permitted only if the use exists at the effective date of this code.
3. Not allowed on the ground floor unless behind an allowed ground-floor use.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater.
6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key

P	Permitted Use
UP	Permitted Use

Section 6. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards, H. Allowed Uses, as follows:

10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.2**	**Land Use[1]**	**Specific Use Regulations**	**T3N.2**
Residential			Services		
Accessory Buildings and Structures	10-40.60.020	P	Bed and Breakfast	10-40.60.110	P
Accessory Dwelling Unit	10-40.60.030	P	Cemeteries		UP
Co-Housing	10-40.60.120	P	Crematoriums		UP
Congregate Care Facilities		UP	Daycare	10-40.60.150	
Dormitories and Fraternities/Sororities		UP	Home		P
			Centers		UP
Dwelling: Multiple-Family		P	Public Services		
Dwelling: Single-Family		P	Public Services Minor		P
Duplex		P	Emergency Services		UP
Group Home		P	Telecommunication Facilities		
Home Occupation	10-40.60.180	P	Stealth Telecommunication Facilities	10-40.60.310	P
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**			
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP**			
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP**			
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP**			
Institutional Residential	10-40.60.190	UP			
Live/Work		P	Transportation and Infrastructure		
~~**Rooming and Boarding Facilities**~~		~~**UP**~~	Accessory Wind Energy Systems	10-40.60.040	P

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.2**	**Land Use[1]**	**Specific Use Regulations**	**T3N.2**
Recreation, Education and Public Assembly Uses			Urban Agriculture		
Dance or Music Studio ≤ 650 sf		P[2]	Community Gardens	10-40.60.140	P
Libraries, Museums			End Notes		
≤ 2,500 sf		P	1. See Chapter 10-80, Definitions, for use type definitions. 2. Not allowed on the ground floor unless behind an allowed ground-floor use. 3. UP required if liquor is sold or if facilities exceed 250 seats. 4. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater. 5. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.		
> 2,500 sf		UP			
Meeting Facilities, Public and Private	10-40.60.230	P/UP[3]			
Outdoor Public Use, General		P			
Places of Worship		P/UP[5]			
Schools – Private		P			
Schools – Public and Charter		P[4]			
Retail Trade					
Neighborhood Market ≤ 1,500 sf		P			
Key					
P	Permitted Use				
UP	Permitted Use				

Section 7. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards, I. Allowed Uses, as follows:

10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards

I. Allowed Uses							
Land Use[1]	**Specific Use Regulations**	**T4N.1**	**T4N.1-O**	**Land Use[1]**	**Specific Use Regulations**	**T4N.1**	**T4N.1-O**
Residential				Services			
Accessory Buildings and Structures	10-40.60.020	P[2]	P[2]	ATM		-	P
				Bed and Breakfast	10-40.60.110	P	p
Accessory Dwelling Unit	10-40.60.030	P	P	Cemeteries		UP	UP
Co-Housing	10-40.60.120	P	P	Crematorium		-	UP
Congregate Care Facilities		P	P	Daycare	10-40.60.150		
Dormitories, Fraternities/Sororities and SRO (≤15 rooms)		UP	UP	Home		P	P
				Centers		UP	UP
Dwelling: Multiple-Family		P	P	Funeral Homes, Chapels, Mortuaries		-	P
Dwelling: Single-Family		P	P	General Services		-	P
Duplex		P	P	Lodging			
Group Home		P	P	**≤ 15 rooms**		-	P
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	**UP**	Offices		-	P
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP**	**UP**	Public Services			
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP**	**UP**	Public Services Minor		P	P
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP**	**UP**	Emergency Services		UP	UP

I. Allowed Uses

Land Use[1]	Specific Use Regulations	T4N.1	T4N.1-O
Home Occupation	10-40.60.180	P	P
Institutional Residential	10-40.60.190	UP	UP
Live/Work		-	P
~~Rooming and Boarding Facilities~~	-	~~UP~~	~~UP~~
Recreation, Education and Public Assembly			
Libraries, Museums			
≤ 2,500 sf		P	P
> 2,500 sf		UP	UP
Meeting Facilities, Public and Private	10-40.60.230	P[3]	P[3]
Places of Worship		P/UP[4]	P/UP[4]
Schools – Private		P	P
Schools – Public and Charter		P	P
Retail Trade			
Bars/Taverns		-	P
General Retail Businesses, except with any of the following features		-	P
Drive-Through		-	-
Floor Area ≥ 3,500 sf		-	UP
Markets			
Neighborhood Market ≤ 2,500 sf		-	P

Land Use[1]	Specific Use Regulations	T4N.1	T4N.1-O
Veterinary Clinic		-	P
Telecommunication Facilities			
Stealth Telecommunication Facilities	10-40.60.310	P	P
Transportation and Infrastructure			
Accessory Wind Energy Systems	10-40.60.040	P	P
Urban Agriculture			
Community Gardens	10-40.60.140	P	P

End Notes

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. UP required if liquor is sold or if facilities exceed 250 seats.
4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Conditional Use Permit Required
-	Use Not Allowed

I. Allowed Uses							
Land Use[1]	Specific Use Regulations	T4N.1	T4N.1-O	Land Use[1]	Specific Use Regulations	T4N.1	T4N.1-O
Micro-brewery/Micro-distillery	10-40.60.240	-	P				
Restaurant, or Cafes		-	P				

Section 8. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 2 (T4N.2) Standards, I. Allowed Uses, as follows:

10-40.40.080 T4 Neighborhood 2 (T4N.2) Standards

I. Allowed Uses							
Land Use[1]	Specific Use Regulations	T4N.2	T4N.2-O	Land Use[1]	Specific Use Regulations	T4N.2	T4N.2-O
Residential				Services			
Accessory Buildings and Structures	10-40.60.020	P[2]	P[2]	ATM		-	P
				Bed and Breakfast	10-40.60.110	P	p
Accessory Dwelling Unit	10-40.60.030	P	P	Cemeteries		UP	UP
Co-Housing	10-40.60.120	P	P	Crematorium		-	UP
Congregate Care Facilities		P	P	Daycare	10-40.60.150		
Dormitories, Fraternities/Sororities and SRO (≤15 rooms)		UP	UP	Home		P	P
				Centers		UP	UP
Dwelling: Multiple-Family		P	P	Funeral Homes, Chapels, Mortuaries		-	P
Dwelling: Single-Family		P	P	General Services		-	P
Duplex		P	P	Lodging		UP	UP
Group Home		P	P				

I. Allowed Uses			
Land Use[1]	Specific Use Regulations	T4N.2	T4N.2-O
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	**UP**
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP**	**UP**
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP**	**UP**
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP**	**UP**
Home Occupation	10-40.60.180	P	P
Institutional Residential	10-40.60.190	UP	UP
Live/Work		-	P
~~**Rooming and Boarding Facilities**~~	-	~~**UP**~~	~~**UP**~~
Recreation, Education and Public Assembly			
Libraries, Museums			
≤ 2,500 sf		P	P
> 2,500 sf		UP	UP
Meeting Facilities, Public and Private	10-40.60.230	P[3]	P[3]
Places of Worship		P/UP[4]	P/UP[4]
Schools – Private		P	P
Schools – Public and Charter		P	P
Retail Trade			
Bars/Taverns		-	P

Land Use[1]	Specific Use Regulations	T4N.2	T4N.2-O
Offices		-	P
Public Services			
Public Services Minor		P	P
Emergency Services		UP	UP
Veterinary Clinic		-	P
Telecommunication Facilities			
Stealth Telecommunication Facilities	10-40.60.310	P	P
Transportation and Infrastructure			
Accessory Wind Energy Systems	10-40.60.040	P	P
Urban Agriculture			
Community Gardens	10-40.60.140	P	P

End Notes

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.

I. Allowed Uses			
Land Use[1]	**Specific Use Regulations**	**T4N.2**	**T4N.2-O**
General Retail Businesses, except with any of the following features		-	P
Drive-Through		-	-
Floor Area ≥ 3,500 sf		-	UP
Markets			
Neighborhood Market ≤ 2,500 sf		-	P
Micro-brewery/Micro-distillery	10-40.60.240	-	P
Restaurant, or Cafes		-	P

3. UP required if liquor is sold or if facilities exceed 250 seats.
4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Conditional Use Permit Required
-	Use Not Allowed

Section 9. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.090 T5 Main Street (T5) Standards, I. Allowed Uses, as follows:

10-40.40.090 T5 Main Street (T5) Standards

I. Allowed Uses							
Land Use[1]	**Specific Use Regulations**	**T5**	**T5-O**	**Land Use[1]**	**Specific Use Regulations**	**T5**	**T5-O**
Industrial, Manufacturing				Retail Trade			
Manufacturing and Processing, Incidental		P	P	Bars/Taverns		P	P
Residential				General Retail Businesses, except with any of the following features		P	P
Accessory Buildings and Structures	10-40.60.020	P[2]	P	Drive-Through		-	-
Accessory Dwelling Unit	10-40.60.030	P[2]	P	Floor Area ≥ 5,000 sf		UP	UP
				Mixed Use		P	P

I. Allowed Uses							
Land Use[1]	Specific Use Regulations	T5	T5-O	Land Use[1]	Specific Use Regulations	T5	T5-O
Co-Housing	10-40.60.120	P[2]	P	**Mixed-Use High Occupancy Housing Development**	**10-40.60.175**	**UP**	**UP**
Congregate Care Facilities		UP[2]	UP	Micro-brewery/Micro-distillery	10-40.60.240	P	P
Dormitories, Fraternities/Sororities and SROs		UP[2]	UP	Restaurants or Cafes		P	P
Dwelling: Multiple-Family		P[2]	P	Services			
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP[2]**	**UP**				
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP[2]**	**UP**	ATM		-	P
Group Home		P[2]	P	Bed and Breakfast	10-40.60.110	P	p
Home Occupation	10-40.60.180	P	P	Cemeteries		UP	UP
Institutional Residential				Crematoriums		UP	UP
Custodial Care Facilities		UP[2, 3]	UP	Daycare	10-40.60.150		
Nursing Homes		UP[2, 3]	UP	Home		P	P
Homeless Shelter	10-40.60.190	UP[2, 3]	UP	Centers		UP	UP
Sheltered Care Home		UP[2, 3]	UP	Funeral Homes, Chapels, Mortuaries		P	P
Live/Work		P	P	General Services		P	P
~~**Rooming and Boarding Facilities**~~		~~**UP**~~	~~**UP**~~	Lodging		P	P
Recreation, Education and Public Assembly Uses				Office		P[2]	P
Commercial Recreation Facility, Indoor				Public Services			
				Public Services Minor		P	P
≤ 5,000 sf		P	P	Emergency Services		UP	UP
> 5,000 sf		UP	UP	Veterinary Clinic		P[2]	P

I. Allowed Uses							
Land Use[1]	Specific Use Regulations	T5	T5-O	Land Use[1]	Specific Use Regulations	T5	T5-O
Libraries, Museums		P	P	Transportation and Infrastructure			
Meeting Facilities, Public and Private	10-40.60.230	P[3]	P[3]	Accessory Wind Energy Systems	10-40.60.040	P	P
Places of Worship		P/UP[6]	P/UP[6]	Garages, Off Street		P[2]	P[2]
Schools – Private		P	P				
Schools – Public and Charter		P	P	Parking Lots, Off Street		P[2]	P[2]
Theaters, Walk-in		P	P				
Telecommunication Facilities				Urban Agriculture			
AM Broadcasting Facilities	10-40.60.310	UP	UP	Community Gardens	10-40.60.140	P	P
Antenna-Supporting Structure	10-40.60.310	UP	UP	Vehicle Sales and Services			
				Automobile/Vehicle Sales, New and Used		P	P
Attached Telecommunication Facilities	10-40.60.310	P	P	Automobile/Vehicle Repair Garage	10-40.60.100		
Collocation Facility	10-40.60.310	P	P	Minor		P[2]	P[2]
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P	P	Major		UP[2]	UP[2]
Stealth Telecommunication Facilities	10-40.60.310	P	P				
End Notes							

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in T5 and T5-O zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses.
6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Conditional Use Permit Required
-	Use Not Allowed

Section 10. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.100 T6 Downtown (T6) Standards, H. Allowed Uses, as follows:

10-40.40.100 T6 Downtown (T6) Standards

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T6**	**Land Use[1]**	**Specific Use Regulations**	**T6**
Residential5			Services		
Accessory Buildings and Structures	10-40.60.020	P[2]	ATM		P
Accessory Dwelling Unit	10-40.60.030	P[2]	Bed and Breakfast	10-40.60.110	P
Co-Housing	10-40.60.120	P[2]	Cemeteries		UP
Congregate Care Facilities		UP[2]	Crematorium		UP
Dormitories, Fraternities/Sororities and SROs		UP[2]	Daycare	10-40.60.150	
			Home		P
Dwelling: Multiple-Family		P[2]	Centers		UP
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP[2]**	Dry-cleaning, Pick-up Only		P

H. Allowed Uses					
Land Use[1]	Specific Use Regulations	T6	Land Use[1]	Specific Use Regulations	T6
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP[2]**			
Group Home		P[2]	Funeral Homes, Mortuaries		UP
Home Occupation	10-40.60.180	P			
Homeless Shelter	10-40.60.190	UP	General Services		P
Institutional Residential			Hospitals		UP
Custodial Care Facilities		UP[2, 3]	Lodging		P
Nursing Homes		UP[2]	Office		P
Homeless Shelter		UP[2, 3]	Public Services		
Sheltered Care Home		UP[2, 3]	Public Services Minor		P
Live/Work		P	Emergency Services		UP
Mixed Use		P	Transportation and Infrastructure		
Mixed-Use High Occupancy Housing Development	**10-40.60.175**	**UP**	Accessory Wind Energy Systems	10-40.60.040	P
~~**Rooming and Boarding Facilities**~~		~~**UP**~~			
Recreation, Education and Public Assembly Uses			Garages, Off Street		P[2]
Commercial Recreation Facility, Indoor			Parking Lots, Off Street		P[2]
			Passenger Transportation Facilities		P6
≤ 5,000 sf		P	Industrial, Manufacturing, Processing and Wholesaling		
> 5,000 sf		UP	Manufacturing/Processing – Incidental		P
Libraries, Museums		P	Manufacturing/Processing – Incidental		P
Meeting Facilities, Public and Private	10-40.60.230	P[3, 4]	Telecommunication Facilities		
Places of Worship		P/UP[7]	AM Broadcasting Facilities	10-40.60.310	UP
Schools – Private		P	Antenna-Supporting Structure	10-40.60.310	UP

H. Allowed Uses

Land Use[1]	Specific Use Regulations	T6
Schools – Public and Charter		P
Theaters, Walk-in		P
Retail Trade		
Bars/Taverns		P
General Retail Businesses, except with any of the following features		P
Drive-Through		-
Floor Area ≥ 5,000 sf		UP
Micro-brewery/Micro-distillery	10-40.60.240	P
Restaurants or Cafes		P

Land Use[1]	Specific Use Regulations	T6
Attached Telecommunication Facilities	10-40.60.310	P
Collocation Facility	10-40.60.310	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P
Stealth Telecommunication Facilities	10-40.60.310	P
Vehicle Sales and Services		
Automobile/Vehicles Sales, new and used		UP
Urban Agriculture		
Community Gardens	10-40.60.140	P

End Notes

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in the T6 zone existing prior to the effective date of this Zoning Code are considered legal, conforming uses.
6. Passenger facilities shall be on the ground floor with access to a public street or a public space.
7. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Conditional Use Permit Required
–	Use Not Allowed

Section 11. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, to list of sections of the Division, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

Section 12. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

A. General Requirements.

1. **The applicant of an HOHD or MHOHD with four dwelling units or more shall submit typical floor plans or a typical residential unit study that illustrates how the residential units of an HOHD or MHOHD could be converted to a residential unit that is no longer an HOHD or MHOHD with minimal structural or minimal plumbing modifications. The required study shall be designed and sealed by an Arizona Registrant.**
2. **An HOHD or MHOHD with four or more dwelling units shall be located inside of a pedestrian shed of an activity center delineated in the General Plan or applicable Specific Plan.**
3. **An HOHD or MHOHD with four dwelling units or more, and that has more than 29 dwelling units per acre or more than 72.5 bedrooms per acre shall have:**
   a. **A minimum of 20% of the bedrooms contained in studio and/or one-bedroom dwelling units; and**
   b. **A maximum of 30% of bedrooms contained in dwelling units with four bedrooms or more.**
4. **An HOHD or MHOHD with four dwelling units or more, and that has 29 dwelling units per acre or less or 72.5 bedrooms per acre or less shall not exceed a Bedroom-to-Dwelling Unit Ratio greater than 3.5.**
5. **The maximum number of bedrooms in a two-unit HOHD or MHOHD: 10.**
6. **The maximum number of bedrooms in a three-unit HOHD or MHOHD: 12.**
7. **Inside of a pedestrian shed of a Regional Activity Center, an HOHD or MHOHD in a commercial zone may contain more than 50 dwelling units per acre and/or 125 bedrooms per acre.**
8. **An HOHD in a Commercial Zone shall be:**

a. On a lot or parcel that is setback at least 300 feet from the centerline of a street classified as a Commercial Corridor identified on the General Plan; and

b. There shall be an existing primary mixed-use development or commercial use(s), excluding primary transportation and infrastructure uses, on the lot(s) or parcel(s) between the HOHD and the Commercial Corridor street.

9. An MHOHD shall comply with the mixed-use development standards of Section 10-40.60.260.

10. Prior to the final approval of a land division that creates one or more lots or parcels with a development that conforms to the definition of an HOHD or MHOHD, the property owner shall obtain approval of a Conditional Use Permit for the Development Site that will contain the HOHD or MHOHD.

11. An MHOHD shall be on a lot or parcel that:

a. Abuts a street classified as a commercial corridor shown on the General Plan; and

b. Is located inside of a pedestrian shed of an activity center delineated on the General Plan or applicable Specific Plan.

B. Building Footprint[(1)] Sizes and Separation Requirements.

1. Maximum building footprint[(1)] inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, excluding properties zoned Commercial Business (CB): Equal to, or less than, 5,000 square feet.

2. Maximum building footprint[(1)] inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, and on a property zoned Commercial Business (CB): Equal to, or less than, 22,000 square feet.

3. Maximum building footprint[(1)] inside a pedestrian shed of a Regional Activity Center delineated in the General Plan or applicable Specific Plan: No Maximum.

4. Maximum building footprint[(1)] inside a pedestrian shed of an activity center in all other areas not described in subsection B.1., B.2., and B.3. of this section: Equal to, or less than, 22,000 square feet.

5. Excluding the Commercial Business (CB) zone, the minimum separation between the building footprints of structures on the same lot or parcel, and structures on an abutting lot or parcel, shall be separated by a distance that is the greater of 10 feet, or 1/3 the height of the taller structure.

6. Where the area of a pedestrian shed of an activity center intersects with the area of a pedestrian shed of another activity center, the pedestrian shed with the more restrictive maximum building footprint requirement shall govern the intersecting area. The locations of the pedestrian sheds of the activity centers are identified in the General Plan, including any applicable Specific Plans.

Note 1. For the purpose of the requirements of subsection B of this section, the maximum allowable building footprint is equal to the largest floor plate of a structure, including interior courtyards, abutting and interior, or partial interior, podium and above ground parking structure(s), and structures connected with a continuous roof.

C. Waste Management Plan.

1. The property owner of an HOHD or MHOHD with four dwelling units or more shall obtain approval of a waste management plan from the City's Public Works Director, or designee, prior to the approval of the site plan.

2. Prior to the issuance of any building permit, the property owner shall incorporate into the construction documents the improvements required to comply with the approved waste management plan.

3. If a Certificate of Occupancy is not required, the property owner shall provide all necessary apparatus, equipment, and improvements within 182 days from the date of the approval of the CUP, or another date specified in the Conditions of Approval for the CUP.

   a. The Director may approve a one-time 91-day extension, for no-more than 273 days from the date of the CUP approval, to allow the property owner to complete the improvements. The property owner shall request an extension at least 14 days prior to the date indicated in subsection C.3. of this section.

4. The HOHD or MHOHD shall be maintained in compliance with the approved Waste Management Plan.

D. Crime Free Multi-Housing Program.

1. The property owner of an HOHD or MHOHD shall maintain compliance with the Flagstaff Police Department's Crime Free Multi-Housing Program, unless exempted by the Police Department's Crime Free Multi-Housing Program representative.

2. Prior to the issuance of the Conditional Certificate of Occupancy, or Certificate of Occupancy, whichever is first, or within 63 days of the approval of the Conditional Use Permit if a Certificate of Occupancy is not required, the property owner of a HOHD or MHOHD shall enter into an agreement with the City to comply with the Flagstaff Police Department's Crime Free Multi-Housing Program.

3. The property owner, or agent, shall:

   a. Utilize a Crime Free Lease Addendum, or an alternative approved by the Flagstaff Police Department's representative, as part of each tenant lease;

   b. Obtain written verification as part of a tenant lease that each tenant has received and agreed to the Crime Free Lease Addendum or the approved alternative; and

   c. Have completed the Flagstaff Police Department's Crime Free Multi-Housing Program required training within the Program's required time frames.

4. Within 182 days from the date of the agreement, the property owner, or managing agent, shall have completed the first phase requirements of the Flagstaff Police Department's Crime Free Multi-Housing Program.

5. **A new Flagstaff Police Department's Crime Free Multi-Housing Program first phase training and related requirements shall be completed within 182 days from the date of a change of ownership, management company, or a site manager of an existing HOHD or MHOHD.**

6. **Every two years from the date of the agreement, the property owner, or managing agent, shall complete the required training that complies with the Flagstaff Police Department's Crime Free Multi-Housing Program.**

E. Additional Conditional Use Permit Criteria. In addition to the criteria of Section 10-20.40.050.E., the Planning and Zoning Commission shall not approve a Conditional Use Permit unless:

1. **For the properties subject to Division 10-30.30 Heritage Preservation, the City's Historic Preservation Officer or the Heritage Preservation Commission has made a determination that the proposed HOHD or MHOHD has no adverse effect or has appropriately mitigated its effects on the historic cultural resource .**

2. **Adequate transit service is available to the Development Site containing four dwelling units or more. Adequate transit service from a Development Site to a permanent transit stop is:**

   a. **Less than or equal to 1,320 feet; or**

   b. **A distance greater than 1,320 feet when the Planning and Zoning Commission finds that the route to the permanent transit stop has adequate nighttime lighting and does not have a significant grade change, and the distance does not impede reasonable access to transit.**

   The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.

Section 13. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, 10-40.60.260 Mixed Use, subsection D. Site Layout and Development Design Standards., to delete paragraph 2, as follows:

10-40.60.260 Mixed Use

D. **Site Layout and Development Design Standards.**

~~**2. There is no density limitation established for residential uses in mixed-use developments. Instead, applicable floor area ratio, building height, parking, landscaping, etc., standards will apply to provide a control on the bulk and mass of the development and the number of residential units permitted.**~~

Section 14. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add 10-50.80.061 Transit Pass Parking Reduction Pilot Program, to the list of sections in numerical order, as follows:

Division 10-50.80:

Parking Standards

Sections:

10-50.80.010 Purpose

10-50.80.020 Applicability

10-50.80.030 General Parking Standards

10-50.80.040 Number of Motor Vehicle Parking Spaces Required

10-50.80.050 Bicycle Parking

10-50.80.060 Parking Adjustments

10-50.80.061 Transit Pass Parking Reduction Pilot Program

10-50.80.070 Parking Alternatives

10-50.80.080 Parking Spaces, Parking Lot Design and Layout

10-50.80.090 Development and Maintenance

Section 15. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required, subsection C. General to All Zones., Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required, as follows:

Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required

C. General to All Zones.

Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required

Use	Number of Required Spaces
Residential	
~~**Market Rate (all dwelling classifications)**~~	
Single-Family Dwelling ~~**(Attached and Detached)**~~[1] **(Attached and Detached)**[1]	2.0 **spaces, plus 1 space for each additional bedroom above four bedrooms. The maximum number of required parking spaces shall not exceed 8 spaces.**

~~Multifamily, Dwelling Duplex[1] and Triplex~~ **Multiple-Family Development and Duplex[1] Developments**	
Unit Type	
Studio **per unit**	1.25
1 Bedroom **per unit**	1.5
2 – 3 Bedrooms **per unit**	2.0
4 Bedrooms **per unit**	2.5
5+ Bedrooms **per unit**	~~2.5~~ **3.0** spaces for the first **4 5** bedrooms plus 0.5 space for each additional bedroom
Guest Spaces ~~for Multifamily Dwelling Duplex and Triplex~~ (Includes spaces for boats and RVs)	0.25 ~~per~~ **spaces for** each ~~2+ bedroom~~ unit **with two bedrooms and greater**
Affordable (All Dwelling Classifications)	
Studio	1.0
1 Bedroom	1.0
2 – 3 Bedrooms	1.5
4+ Bedrooms	2.0
Guest Spaces for Multifamily Dwelling (Includes Boats and RVs)	0.25 per each 2+ bedroom unit
High Occupancy Housing Development	
a. Single-Family - Attached and Detached, Duplex, and Development Sites with three units or less	**1 space per bedroom**
b. Developments Sites with four units or more	**The sum of:** **1 to 75 bedrooms = 1 space per bedroom, plus** **76 to 325 bedrooms = 0.90 spaces per bedroom, plus** **326 to 650 bedrooms = 0.80 spaces per bedroom, plus** **Greater than 650 bedrooms = 0.70 spaces per bedroom**
~~Rooming and Boarding Facilities~~	
~~Private Rooms~~	~~1 per bedroom or sleeping room plus 1 for owner or manager~~
~~No Private Rooms~~	~~1 per 100 gsf plus 1 for owner or manager~~
Mixed-Use Developments	
Mixed-Use	**1. 1 per 300 gsf of non-residential floor area, plus** **2. One dwelling unit: 2 spaces** **3. Two or more dwelling units: The spaces required for a Multiple-Family Development**
Mixed-Use High Occupancy Housing Development	**1. 1 per 300 gsf of non-residential floor area, plus** **2. The spaces required for a High Occupancy Housing Development**

End Notes
[1] Parking reductions allowed in Section 10-50.80.060, Parking Adjustments, shall not apply to single-family dwellings and duplexes.

Section 16. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.050 Bicycle Parking., subsection B. Required Spaces., and add subsection C. Bicycle Parking Space Design., as follows:

10-50.80.050 Bicycle Parking

B. Required Bicycle Parking Spaces.

~~1. Two bicycle parking spaces, or five percent of required off-street parking spaces, whichever is greater, are required for all uses other than single-family uses.~~

~~2. Bicycle spaces shall be provided in accordance with the following requirements:~~

~~a. Bicycle parking shall consist of either a lockable enclosure (locker) in which the bicycle is stored or a rack to which the bicycle can be locked;~~

~~b. Lockers and racks shall be securely anchored to the pavement or a structure;~~

~~c. Racks shall be designed and installed to support the bicycle upright by its frame in two places in a manner that will not cause damage to the wheels and to permit the frame and one or both wheels to be secure;~~

~~Figure 10-50.80.050A~~

~~Correctly Designed Bicycle Rack~~



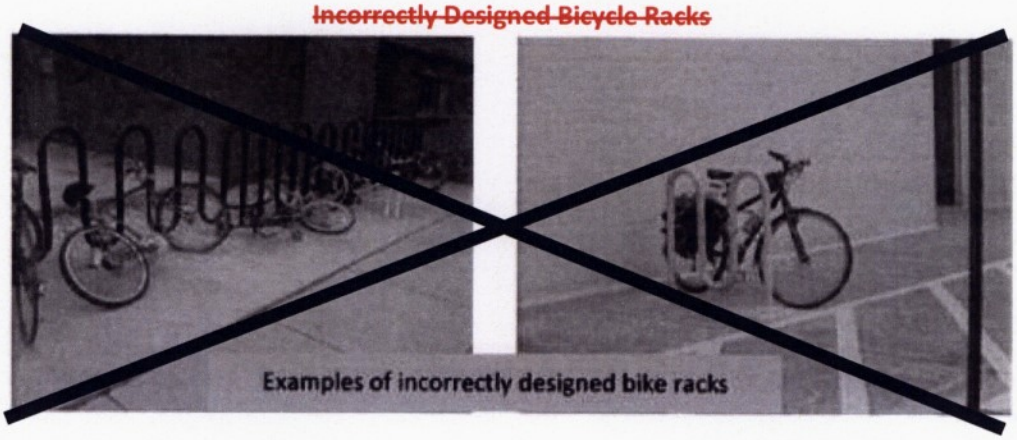
~~d. Areas containing bicycle spaces shall be surfaced with impervious surfaces such as concrete or pavers. Pervious pavements or gravel may be used where appropriate as determined by the Director;~~

~~e. When located within a parking area: curbs, fences, planter areas, bumpers, or similar barriers shall be installed and maintained for the mutual protection of bikes, motor vehicles, and pedestrians, unless determined by the Director to be unnecessary; and~~

~~f. Bicycle parking shall be placed in a convenient, highly visible, active, and well-lit location not more than 100 feet walking distance from the main entrance, but shall not interfere with pedestrian movements.~~

~~Figure 10-50.80.050B~~

~~Incorrectly Designed Bicycle Racks~~



~~C. Motor Vehicle Reduction. The Director may allow a reduction of motor vehicle parking spaces as established in Section 10-50.80.060(F).~~

~~D. Bicycle Parking Space Dimensions. All bicycle parking shall meet the following minimum dimensions:~~

~~1. Each bicycle parking space shall include a minimum area of 72 inches in length and 24 inches in width that is clear of obstructions;~~

~~2. No part of the rack shall be located closer than 30 inches to a wall or other obstruction;~~

~~3. The front or back of the rack shall be located no less than 48 inches from a sidewalk or pedestrian way; and~~

~~4. A minimum of 30 inches shall be provided between adjoining racks.~~

1. All uses, excluding a High Occupancy Housing Development and a Mixed-Use High Occupancy Housing Development.
   a. Minimum standard bicycle parking spaces required: The greater of two bicycle spaces, or 5% of the required vehicle parking.
   b. Maximum standard bicycle parking spaces required: 100 bicycle spaces.
   c. Location: Within 50 feet of the primary pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.
   d. Exceptions. Attached and Detached Single-Family and Duplex Developments are not required to provide standard bicycle parking spaces .
2. High Occupancy Housing Developments.
   a. Standard bicycle parking spaces.
      i. Minimum spaces required: Two bicycle spaces, or equal to 5% of the total number of bedrooms, whichever is greater.

ii. **Maximum spaces required: 40 bicycle spaces.**

iii. **Location: Within 50 feet of the primary resident pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4.**

b. **Secure bicycle parking spaces.**

i. **Minimum spaces required: Equal to 15% of the total number of bedrooms.**

ii. **Location: A maximum of 20 secure bicycle parking spaces may be provided outside in secure bicycle lockers. The remainder of the required secure bicycle parking spaces shall be provided in a bicycle storage room or cage within a building or parking structure.**

c. **Exceptions. Single-Family and duplex High Occupancy Housing Developments are not required to provide standard or secure bicycle parking spaces .**

3. **Mixed-Use High Occupancy Housing Developments.**

a. **Minimum outdoor non-residential standard bicycle parking spaces required: Two bicycle spaces, or 5% of the required non-residential vehicle parking spaces, whichever is greater.**

b. **Location of non-residential standard bicycle parking spaces: Within 50 feet of the primary pedestrian entrance to the non-residential development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.**

c. **Minimum residential bicycle parking spaces required: Compliance with the High Occupancy Housing Developments requirements, subsection B.2. of this section.**

C. Bicycle Parking Space Design.

1. **Secure Bicycle Parking Spaces.**

a. **All indoor required secure bicycle parking spaces provided in a building or parking structure shall be designed in accordance with the provisions of Appendix 1.4., except as allowed in subsections C.1.b. of this section.**

b. **Bicycle lockers shall be designed in accordance with the provisions of Appendix 1.4.**

2. **Standard Bicycle Rack Design.**

a. **All required bicycle racks shall be designed in accordance with the provisions of Appendix 1.4.**

Section 17. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.060 Parking Adjustments, as follows:

10-50.80.060 Parking Adjustments

A. **Transit**. In all zones, a parking reduction of up to 10 percent may be approved by the Director for any use within ~~one-quarter of a mile~~ **1,320 feet** of a ~~bus stop~~ **permanent transit stop, except for a High Occupancy Housing Development (HOHD) or a Mixed-Use High Occupancy Housing Development (MHOHD). The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.**

B. **Shared On-Site Parking.** Where two or more uses on the same site or adjacent parcels have distinct and differing peak parking usage periods (e.g., a theater and a bank), a reduction in the required number of parking spaces as determined by the Director may be allowed in the following manner:

1. The reduction in number of required parking spaces shall be based on a parking demand study. The parking demand study shall be in accordance with established professional practices.

2. Approval shall also require a recorded covenant running with the land, recorded by the owner of the parking lot, guaranteeing that the required parking will be maintained exclusively for the uses served and remain for the duration of the use.

C. Parking Demand Study – Reduced Parking. ~~**Based on the completion and submittal of a parking demand study, the Director may approve a reduction in the amount of parking from that otherwise required by this division. The parking demand study shall be in accordance with established professional practices.**~~

1. **The property owner shall submit a study/plan prepared in accordance with the established professional traffic and parking practices by a registrant licensed to practice in the State of Arizona. The study/plan shall document how any reductions are calculated and the assumptions utilized in the calculations.**

2. **The Director may approve a reduction equal to, or less than, 30 percent of the total parking spaces required by this Division, except as required in subsection C.3. of this section. Any request greater than 30 percent requires the approval of the City Council.**

3. **Any request to use a Parking Demand Study to reduce the required parking for an HOHD or MHOHD shall be approved by the City Council.**

D. Traffic Management Plan Parking Reduction. The Director shall have the ability to reduce the parking requirements for office and other uses in Section 10-50.80.040, Number of Motor Vehicle Parking Spaces Required**, except for an HOHD or MHOHD**. A traffic management plan shall be submitted with an application for site plan review. A reduction may be granted if the following standards are met:

1. The amount of the reduction shall be no more than 90 percent of the proposed reduction in employee motor vehicle trips.

2. The buildings shall have a single user/owner who can effectively exercise control over compliance with the plan.

3. The traffic management plan shall be submitted by a registered traffic engineer and shall include data on the effectiveness of similar plans elsewhere.

4. The traffic management plan shall contain information on the strategies, designated parking, **incentives, company vehicles, staggered work hours, and information indicating the owner's** ability to provide and enforce these elements over time.

5. The Director may impose conditions that are needed to ensure the long-term compliance to the plan, including but not limited to a reserve parking area, phasing, or contributions to transit or other alternative means of transportation.

E. Parking Reduction for Forest Resources. The number of parking spaces required for a new development may be reduced by no more than five percent if existing native trees such as ponderosa pine trees are located within parking areas (but not circulation areas) and these trees are required to be preserved to satisfy the requirements for forest resource protection as defined in Division 10-50.90, Resource Protection Standards**, except for an HOHD or MHOHD**. An applicant shall demonstrate to the satisfaction of the Director that by incorporating these existing native trees

within the parking area, adequate measures are taken during construction to ensure that the trees are protected from construction activity.

F. Bicycle Parking Reduction. The Director may allow a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided to a maximum of five percent of the required motor vehicle parking ~~spaces.~~ **spaces, except for an HOHD or MHOHD.**

G. Motorcycle Parking Reduction. A reduction of one parking space for multifamily residential and nonresidential uses may be allowed by the Director if one motorcycle parking space for every 25 required motor vehicle spaces is provided, subject to the following standards:

1. Each motorcycle space shall be easily accessible and have adequate space for a standard-size motorcycle, i.e., a minimum dimension of four feet by nine feet.
2. Motorcycle parking areas shall be clearly identified with appropriate striping.

Section 18. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add Section 10-50.80.061 Transit Pass Parking Reduction Pilot Program, as follows:

Division 10-50.80: Parking Standards

10-50.80.061 Transit Pass Parking Reduction Pilot Program

A. The purpose of the Transit Pass Parking Reduction Pilot Program (TPPR) is to allow:

1. Property owners the option to reduce a development's vehicle parking requirements by providing annual transit passes to tenants and employees; and

2. The City to determine the effectiveness of the program to reduce a development's parking demand, and to determine if the tenants and employees are utilizing transit.

B. Program Term. Unless otherwise extended by a separate ordinance approved by the City Council, the TPPR shall terminate at 11:59 p.m. on December 31, 2026.

C. Maximum Parking Reduction. The Director may approve up to a 20 percent reduction in the parking requirements of Section 10-50.80.040 in accordance with the minimum requirements of subsection D of this section, and the approval of a transit pass agreement specified in subsection E of this section.

1. This reduction shall not be approved on a site that utilizes any reduction specified in 10-50.80.060.

D. Minimum Requirements.

1. The TPPR is only available to HOHD and MHOHD developments.

2. This reduction may only be approved for an HOHD or MHOHD that has a vehicle parking requirement equal to, or greater than, 100 spaces.

3. The total residential parking requirement shall not be reduced to an amount less than 0.65 spaces per bedroom. The required parking for a development shall be calculated in accordance with Table 10-50.80.040.A. before any reduction is applied.

4. The TPPR is only available to a Development Site within 1,320 feet of a permanent transit stop. The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail..

5 The property owner shall make available annual transit passes to all tenants and employees of the HOHD or MHOHD. The transit pass(es) shall be provided at no cost to the tenants and employees. No tenant and employee shall be refused a transit pass.

6. The requirement to provide the transit passes shall be perpetual, unless the property owner provides the minimum number of parking spaces required (without any TPPR parking reduction) by the Zoning Code for the Development Site, and the Transit Pass Agreement of subsection E of this section is terminated.

7. The termination of the TPPR does not alleviate a property owner from providing the transit passes that are required for participation in the TPPR until the Transit Pass Agreement is terminated and the minimum parking spaces are provided as set forth herein.

E. Transit Pass Agreement.

1. The Director may enter into a Transit Pass Agreement with the property owner to allow a reduction in the required number of residential parking spaces in accordance with the provisions of this section. The agreement shall be in a form satisfactory to the City Attorney, or designee.

2. The agreement shall be perpetual unless terminated in accordance with the provisions of this section and the agreement.

3. The agreement shall include, but is not limited to:

   a. The type of transit passes to be provided;

   b. Notification requirements to tenants and employees of the availability of transit passes to them at no cost;

   c. A requirement to obtain, maintain, and provide the City with the following information:

      i. The number and types of transit passes requested and provided;

      ii. Utilization frequency reports from the transit provider;

      iii. Documentation of the annual transit pass proof of purchase;

      iv. Bedroom occupancy rates; and

      v. The number of tenant vehicles stored onsite and offsite within the city of Flagstaff.

   d. An agreement to assist the City of Flagstaff employee(s) and/or City contractor(s) in the collection of vehicle and/or transit usage data, and other City studies to determine the effectiveness of the TPPR;

   e. Reasonable access for City of Flagstaff employee(s) and/or City contractor(s) to study and count onsite parking utilization rates upon delivery of a written notice;

   f. Annual reporting requirements;

   g. Violations and remedies; and

   h. Any other provision necessary as determined by the City Attorney, Director, or designee to document the requirements and enforcement of this section and the agreement.

4. **The agreement shall be approved by the Director and property owner prior to the issuance of any building permit for the Development Site.**
5. **The City shall record the approved Transit Pass Agreement against the real property of the Development Site. Recordation fees shall be paid by the property owner prior to the issuance of any building permit for the Development Site.**

Section 19. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, 10-50.80.080 Parking Spaces, Parking Lot Design and Layout, subsection K, as follows:

10-50.80.080 Parking Spaces, Parking Lot Design and Layout

K. Tandem Parking. ~~**Tandem parking is permitted in all zones for single-family residences, accessory dwelling units, and duplexes as follows:**~~

1. **Tandem parking is allowed in all:**
   a. **Zones for single-family attached and detached dwelling units, and accessory dwelling units; and**
   b. **Non-Transect Residential Zones for duplex developments.**

~~**1.**~~**2.** Both tandem parking spaces satisfy the parking requirement of ~~**one**~~ **one-dwelling unit.** ~~**residential unit; and**~~

2. 3. Neither of the tandem parking spaces shall be for required accessible parking spaces.

Section 20. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.080 Bungalow Court, subsection F, as follows:

10-50.110.080 Bungalow Court

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
Spaces may be individually accessible by the units and/or via a common parking area located at the rear or side of the lot.
~~**Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.**~~

Section 21. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.090 Duplex, Side-by-Side, subsection F, as follows:

10-50.110.090 Duplex, Side-by-Side

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 22. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.100 Duplex Stacked, subsection F, as follows:

10-50.110.100 Duplex, Stacked

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 23. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.110 Duplex, Front-and-Back, subsection F, as follows:

10-50.110.110 Duplex, Front-and-Back

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 24. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.120 Stacked Triplex, subsection F, as follows:

10-50.110.120 Stacked Triplex

F. Vehicle Access and Parking
Where an alley is present, parking and services shall be accessed from the alley.
Parking spaces may be enclosed, covered or open.
~~**Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.**~~

Section 25. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.080 Definitions, "H", to add the term "High Occupancy Housing Development (HOHD)" and related terms, as follows:

Section 10-80.20.080 Definitions, "H"

High Occupancy Housing Development (HOHD): Means any of following: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units and Greater (see definitions below). HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER UNITS, BEDROOMS, OR ZONING.

High Occupancy Housing Development, Single-Family: A single-family attached or detached dwelling unit with:

a. **Seven or more bedrooms; or**
b. **Five or more sanitation facilities.**

High Occupancy Housing Development, Two-units: A lot or parcel containing two dwelling units, excluding an Accessory Dwelling Unit, with:

a. **More than a total of seven bedrooms; or**
b. **One or more dwelling unit(s) containing four or more sanitation facilities.**

High Occupancy Housing Development, Three-units: A lot or parcel containing three dwelling units with:

a. **More than a total of nine bedrooms; or**

b. **One or more dwelling unit(s) containing four or more sanitation facilities.**

High Occupancy Housing Development, Four-units and Greater: A Development Site containing four or more dwelling units where:

a. **More than 20 percent of the total dwelling units have four bedrooms or more;**

b. **One or more of the dwelling unit(s) containing four or more sanitation facilities; or**

c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an HOHD in accordance with the building form and property development standards of the property's designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**

Section 26. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.130 Definitions, "M", to add the term "Mixed-Use High Occupancy Housing Development (MHOHD)", as follows:

10-80.20.130 Definitions, "M"

Mixed-Use High Occupancy Housing Development (MHOHD):

1. **A mixed-use development with:**

   a. **More than 20 percent of the total dwelling units have four bedrooms or more;**

   b. **One or more dwelling unit(s) containing four or more sanitation facilities; or**

   c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an MHOHD in accordance with the building form and property development standards of the property's designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**

2. **MIXED-USE HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER OF UNITS, BEDROOMS, OR ZONING.**

Section 27. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.180 Definitions, "R", to add the terms "Ratio, Bedroom-to-Dwelling Unit," and "Ratio, Bedroom-to-Sanitation Facility" as follows:

Section 10-80.20.180 Definitions, "R

Ratio, Bedroom-to-Dwelling Unit: The total number of bedrooms divided by the total number of dwelling units.

Examples: An HOHD has a total number of 1160 bedrooms and 350 dwelling units. The Bedroom-to-Dwelling Unit Ratio is:

$$\frac{\text{1160 bedrooms}}{\text{350 dwelling units}} = 3.31$$

Section 28. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.190 Definitions, "S", to modify the term "Sanitation Facilities," as follows:

Section 10-80.20.190 Definitions, "S"

Sanitation ~~Facilities~~ **Facility:** A **delineated area for bathing** ~~bathroom~~ that contains ~~any combination of, or individually,~~ a toilet, ~~shower,~~ sink, and a shower or~~,~~ tub ~~or related bathing and sanitation fixtures~~. **The fixtures** (toilet, sink, **and a shower or** tub) **may be located in a room or in close proximity that functions as a** Sanitation **Facility as determined by the Zoning Administrator.**

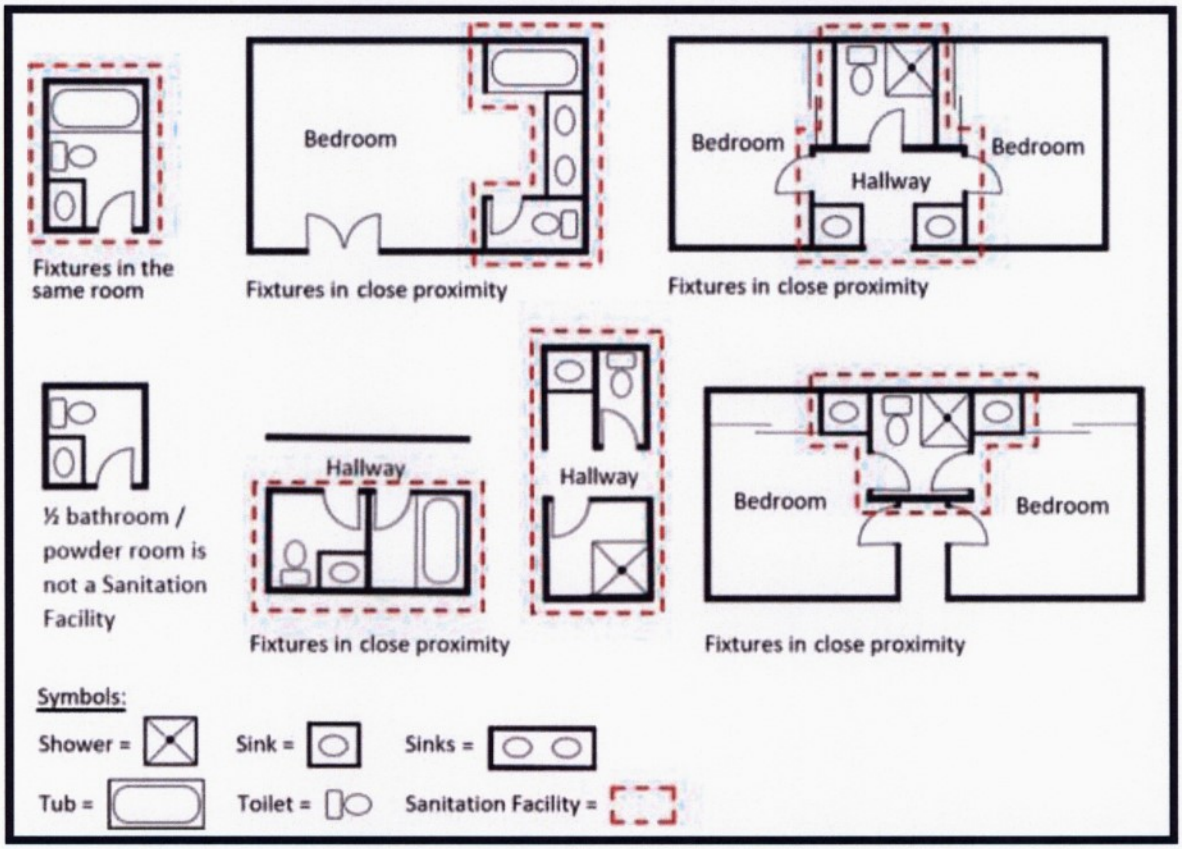


Figure 10-80.20.190 Sanitation Facility Examples

Section 29. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES to add Appendix 1.4 Bicycle Parking Space Design Requirements, to the list, as follows:

APPENDICES

Appendix 1.1	Design Guidelines
Appendix 1.2	Additional Information on Smart Growth and Traditional Neighborhood Developments
Appendix 1.3	Sustainability Guidelines
Appendix 1.4	**Bicycle Parking Space Design Requirements**
Appendix 2	Planning Fee Schedule
Appendix 3	City of Flagstaff Landscape Plant List
Appendix 4	Outdoor Lighting Reference Material
Appendix 5	Additional Information Applicable to Division 10-50.90, Resource Protection Standards
Appendix 6	Additional Information on Affordable Housing
Appendix 7	List of Major Arterial Streets

Section 30. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES, to add Appendix 1.4 Bicycle Space Design Requirements, as follows:

APPENDICES

Appendix 1.4
Bicycle Space Design Requirements

1.4.010 Purpose

A. It is the purpose of this Appendix to establish the minimum acceptable standards for bicycle parking spaces that are required by the Zoning Code.

1.4.020 Applicability

A. Requirements of this Appendix shall apply to all bicycle parking spaces provided on a Development Site within the Flagstaff city limits.

1.4.030 Standard Bicycle Rack Design Requirements

A. Rack Design.

1. Each rack shall be provided in accordance with one of the designs indicated in Figure 1.4.030.A., unless an alternative design is allowed in accordance with subsection C of this section.

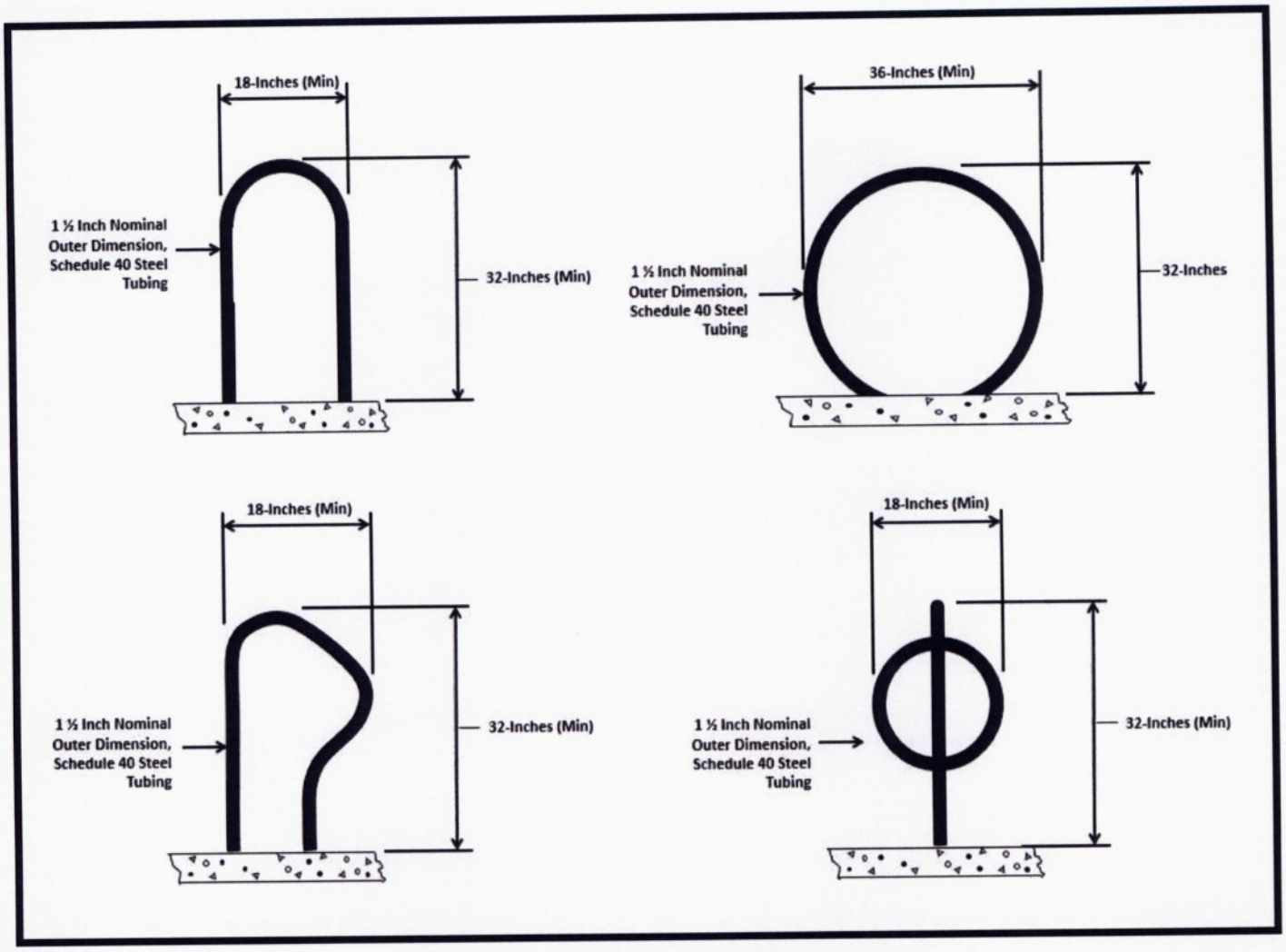


Figure 1.4.030.A. Rack Designs

B. Rack Placement.

1. The bicycle rack(s) shall be:

a. Placed in an area that complies with the location provisions of Section 10-50.80.050.B., is highly visible, well-illuminated, has frequent pedestrian activity, and is in accordance with Figure 1.4.030.B.1.;and

b. Securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface, unless an alternative surface is approved by the Director.

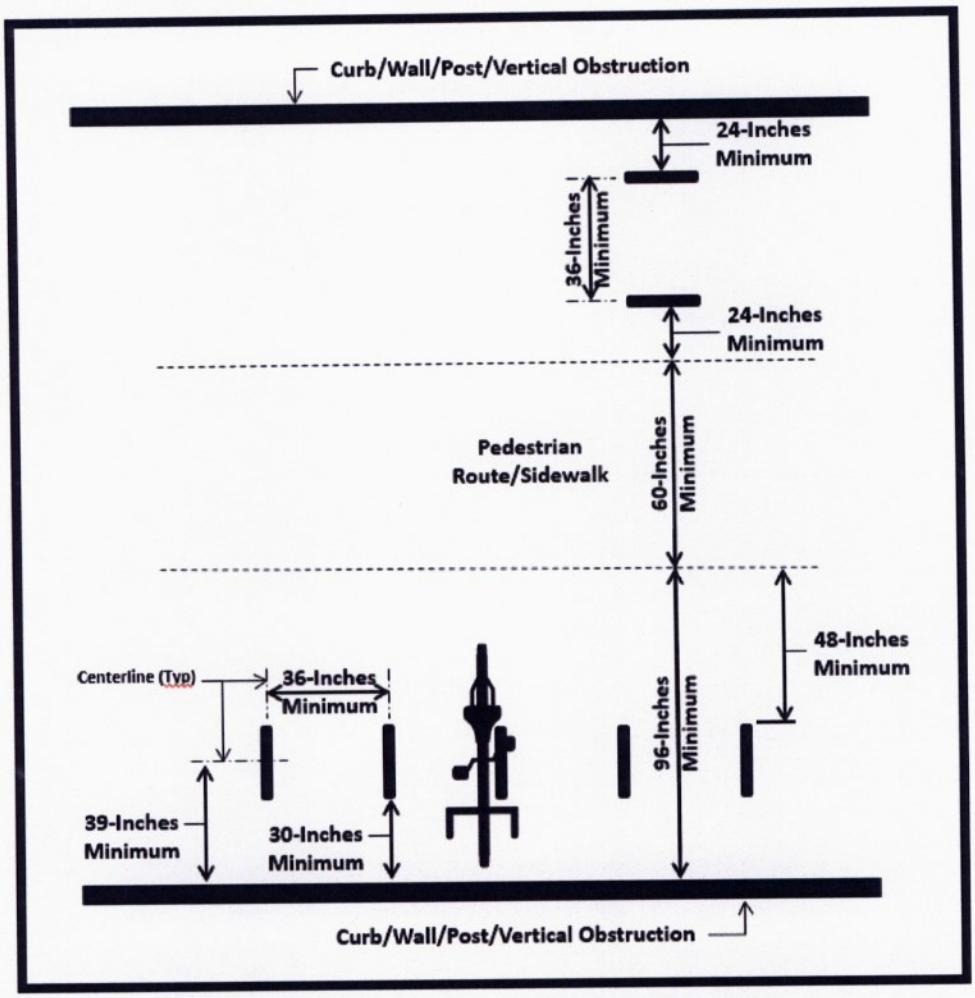


Figure 1.4.030.B.1. Bicycle Rack Placement

2. The placement of a bicycle rack shall not interfere with pedestrian movements.
3. Any bicycle rack(s) located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or a similar barrier approved by the Director.

C. Alternative Bicycle Rack Designs. The Director may approve an alternative rack design that complies with the following requirements:

1. The rack shall allow the bicycle frame and one or both wheels to be secured with a standard U-lock;
2. The rack shall be designed to support a bicycle frame in two places in a manner that does not cause damage to the wheels or allow the bicycle to tip over;
3. The rack shall be constructed of a material of sufficient strength that resists cutting, rust, bending, and deformation (Schedule 40 metal pipe is the minimum standard); and
4. The rack is not a design similar to types indicated in Figure 1.4.030.C.4.

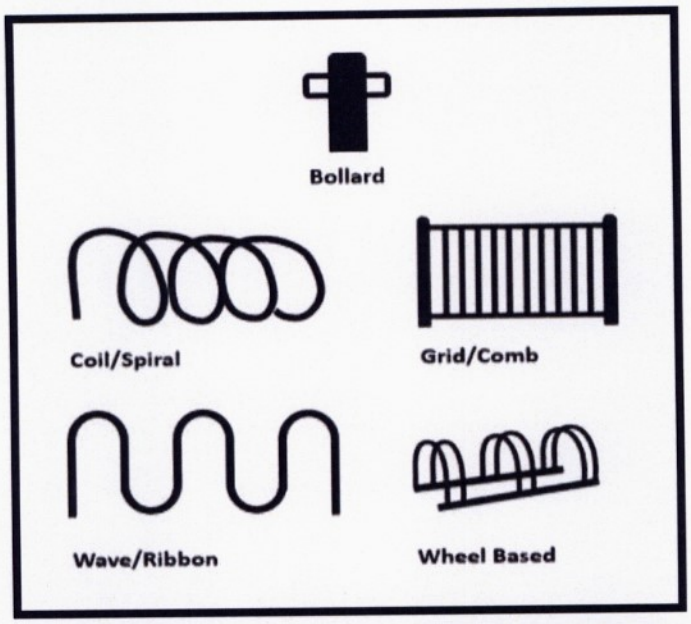


Figure 1.4.030.C.4. Unacceptable Bicycle Rack Designs

1.4.040 Standards for Indoor Secure Bicycle Parking Spaces

A. Secure Bicycle Parking Space Design.

1. The required secure bicycle parking spaces shall be in separate room(s) or cage(s) (the "Facilities") designed for bicycle storage within a building or parking structure.
2. The Facilities shall be:
    a. On the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet;
    b. Accessed through a door or gate that utilizes an electronic keypad and code, security pass card, or a similar electronic system approved by the Director;
    c. In a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security;
    d. Limited to the storage of bicycles; and
    e. Include bicycle racks or lockers.
3. The bicycle rack(s) shall:
    a. Conform with Section 1.4.030.A., unless an alternative design is allowed in accordance with Section 1.4.030.C.;
    b. Be securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface; and
    c. Be placed in accordance with Figure 1.4.040.A.3.c., unless an alternative configuration is approved by the Director.

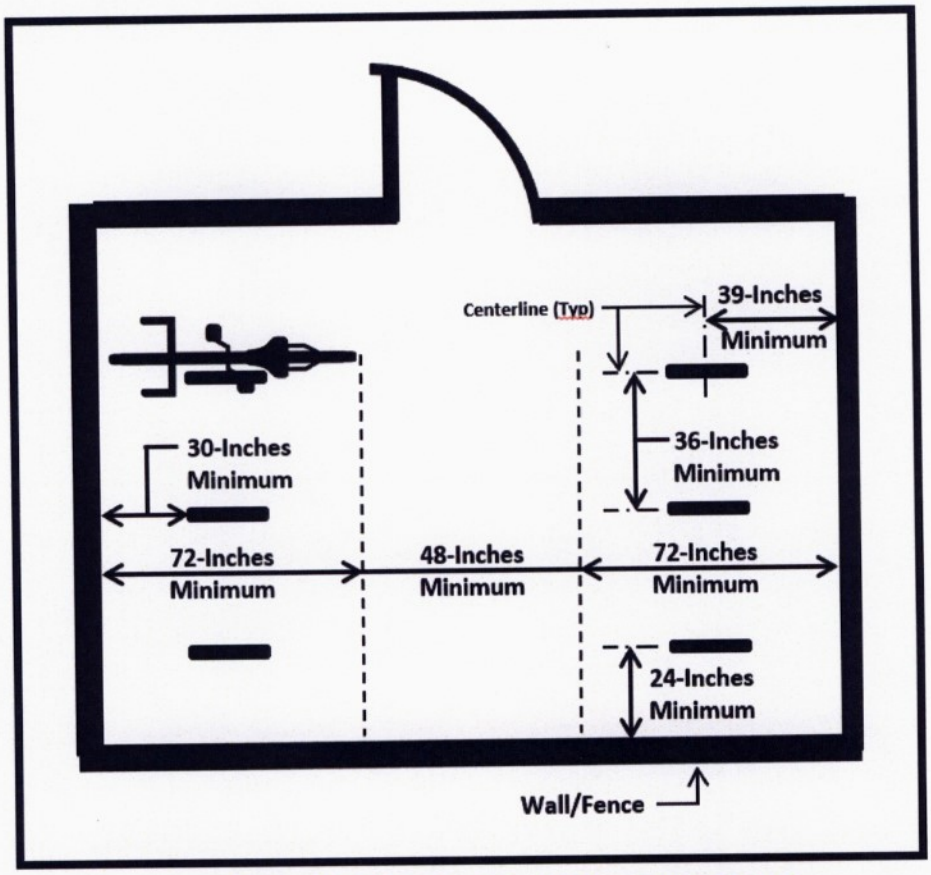


Figure 1.4.040.A.3.c. Bicycle Storage Room/Cage

1.4.050 Standards for Bicycle Lockers

A. Bicycle Locker Design and Location Requirements.

1. The lockers shall be constructed of metal. If windows are provided in the locker, the windows shall be constructed with unbreakable material. Plastic lockers are prohibited.
2. The lockers shall utilize an integral mechanical or digital ("smart") locking mechanism. Lockers that use hasp or mechanisms that allow the use of user locks is prohibited.
3. Stacked lockers shall have a wheel track to guide the bicycle into the locker.
4. Lockers located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or similar barriers approved by the Director.
5. Lockers placed outdoors shall be within 50 feet of a primary resident entry to a building. The locker(s) shall not be placed between a building and a street.
6. The lockers shall be in a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security.
7. Lockers placed in a building or parking structure shall be on the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet.
8. The placement of a locker shall not interfere with pedestrian movements.

9. The size and placement of the lockers shall conform with Figure 1.4.050.A.9., unless an alternative configuration is approved by the Director.

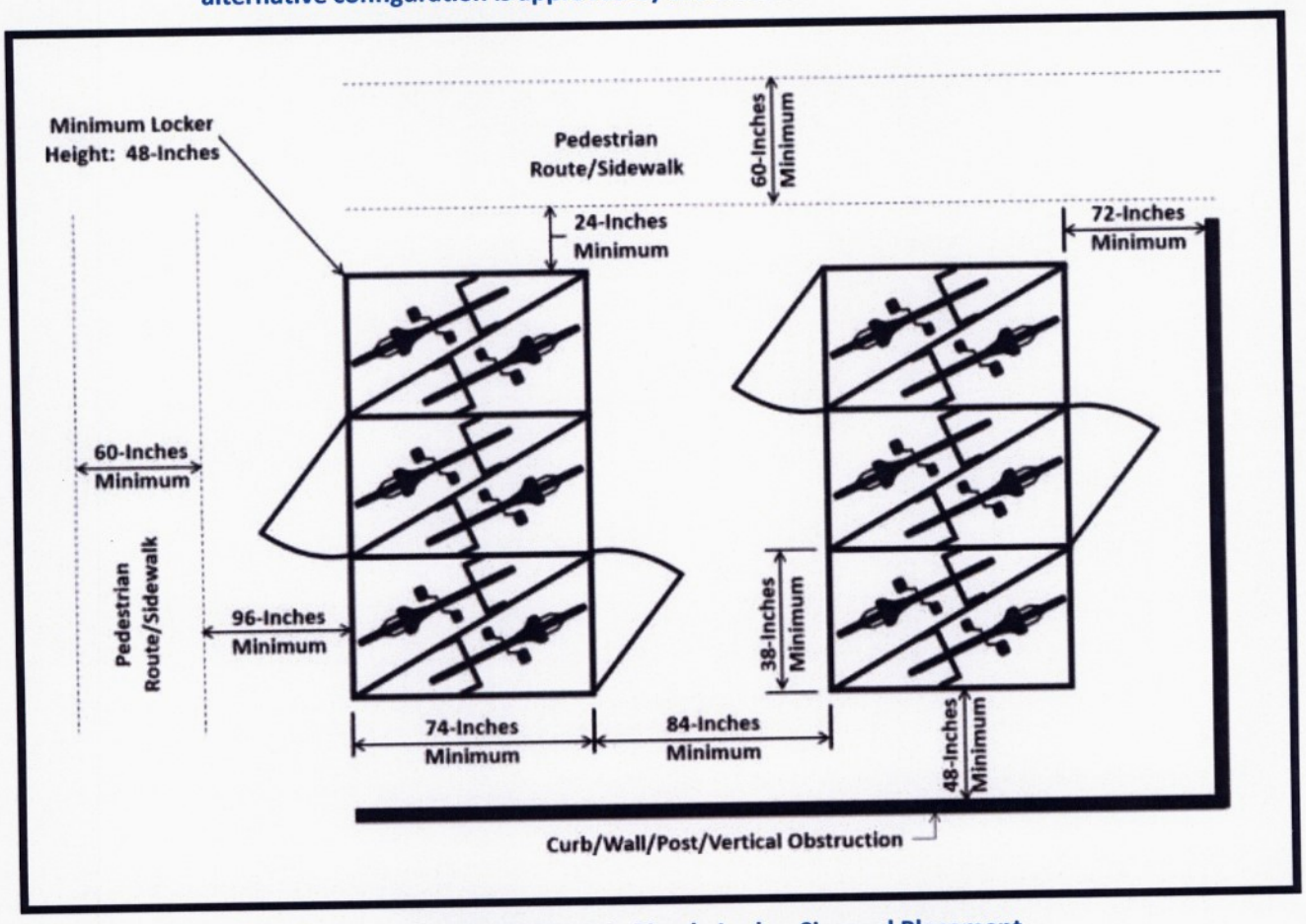


Figure 1.4.050.A.9. Bicycle Locker Size and Placement

14. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Planning Development Manager

Date: 09/03/2021

Meeting Date: 09/07/2021

TITLE:

City Council Review of Conditional Use Permit: A Conditional Use Permit request from Miramonte Presidio LLC to establish a Planned Residential Development (PRD) on Tract M within the Presidio in the Pines master planned development was denied by the Planning Commission on August 25, 2021 by a 3-2 vote.

STAFF RECOMMENDED ACTION:

Staff does not have a recommended action. If a majority of Council chooses to review the Conditional Use Permit, a public hearing will be noticed and the matter will be set before Council at a future date.

Executive Summary:

Conditional Use Permit PZ-19-00204-03 was proposed to allow a Planned Residential Development consisting of 39 multi-family residential units on 2.77 acres located at 2940 S Woody Mountain Road within the Highway Commercial (HC) zone.

Pursuant to Section 10-20.80.030.G of the City of Flagstaff Zoning Code, within 10 days of the date of the Planning Commission's decision, any Councilmember may request of the City Manager that an action item to consider review of the decision be brought before the Council. Upon receipt of the request to consider review, the City Manager shall place the item on the next regular or special Council meeting agenda for consideration. If Council elects to review the decision by a majority vote of a quorum of the City Council, the Planning Commission's decision is stayed and such review will be treated as an appeal under this section and a hearing and decision must be rendered by City Council no later than 30 calendar days following the election to review.

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Create a welcoming community through partnerships, strong neighborhoods, civic engagement, and resident participation.

Support the development of attainable and accessible housing.

Regional Plan
Goal LU.4 Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.

Previous Council Decision on This:

On May 18, 2004, the City Council approved Ordinance No. 2004-05 that rezoned approximately 91 acres of property from the Rural Residential (RR) Zone as follows: approximately 77 acres to the High Density Residential (HR) Zone, approximately 1 acre to the Single-Family Residential (R1) Zone (formerly known as Urban Residential (UR) Zone), and approximately 13 acres to the Highway Commercial (HC) Zone (formerly known as Urban Commercial (UC) Zone).

On May 18, 2004, the City Council approved Resolution No. 2004-40 that entered the City into a Development Agreement that included the Presidio in the Pines Development Master Plan. A copy of the recorded Development, with included Development Master Plan, is on file and available for inspection with the Community Development Department. Subsequently, the Development Agreement has been amended four times by the City Council. The most recent amendment entitled the "Fourth Supplement to the Development Agreement" was approved December 2, 2020. This amendment changed the required land use of Tract M from Church or other Community Use to allow for additional residential development. This amendment consisted of three main points: 1) Tract M will be developed as for-sale, condominium, multi-family development as set forth in the approved Presidio in the Pines Tract M Site Plan, subject to the requirement for a Conditional Use Permit and other requirements of City Code; 2) Developer agrees to form a homeowners' association (HOA) for the project; the Condominium Declarations will include a provision requiring any lease period to be a minimum of thirty (30) days; and 3) Developer agrees to designate a minimum of 10% of the total units to be sold at or below 100% of the Area Median Income ("AMI").

The Final Plat of Presidio in the Pines, which included Tract M, was approved by the City Council and was recorded on May 19, 2005. Development was anticipated to include 470 residential units, construction of the entire on-site private and public roadway system, construction of the required improvements to Woody Mountain Road, construction of the entire on-site public water and sewer systems, construction of the required off-site public water and sewer improvements, and construction of the entire stormwater detention system.

Options and Alternatives:

1. The City Council may elect to review the Planning Commissions denial of CUP-19-00204-03 Presidio Tract M Conditional Use Permit.
2. The City Council may elect not to review the Planning Commissions denial of CUP-19-00204-03 Presidio Tract M Conditional Use Permit.

Background/History:

City Council reviews the decision of the Planning Commission de novo and has the authority, after a hearing, to affirm, reverse, or modify conditions of the conditional use permit. Once Council decides to review a decision of the Planning Commission, any action on the associated development is suspended until the appeal is processed and a final decision is rendered, unless otherwise specified in the Zoning Code.

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Co-Submitter:	Stacey Brechler-Knaggs, Grants and Contracts Manager
Date:	08/30/2021
Meeting Date:	09/07/2021

TITLE

Discussion and Direction: American Rescue Plan Act Local Recovery Funding

STAFF RECOMMENDED ACTION:

Staff is seeking Council discussion and direction for allocating the American Rescue Plan Act (ARPA) Local Recovery Funding (LRF) of $13,252,816.00 which the City of Flagstaff will receive.

EXECUTIVE SUMMARY:

The City of Flagstaff will receive $13,252,816 in federal funding from the American Rescue Plan Act for State and Local Recovery Funds. Until we receive final clarification from the US Treasury guidance, are reserving $4.5 million for potential revenue loss recovery and do not anticipate anything higher than that amount. Staff and Council will focus on allocations of the remaining $8,752,816 for programs, services, and activities that the City would like to support with these funds. Staff and the Budget Team have been reviewing the available uses for these funds and have developed a draft proposal for Council to consider and provide feedback and changes to the allocations.

INFORMATION:

The American Rescue Plan Act (ARPA) for State and Local Recovery Funds (SLFRF) provides a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. The American Rescue Plan Act for State and Local Fiscal Recovery Funds provides substantial flexibility for each government to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis. These funds can also be used to make necessary investments in water, sewer, and broadband infrastructure.

On May 10, 2021, the United States Treasury released an Interim Final Rule (IFR) related to the guidance for eligible use of ARPA funds. There was a 60-day comment period which closed July 16, 2021. After reviewing comments, the Treasury will issue a Final Rule which may differ slightly from the previous rule. The release of the Interim Final Rule gave the City of Flagstaff more guidance to what we can use the funds for within our city and community.

The US Treasury is also releasing Frequently Asked Questions (FAQs) which provides further understanding of how cities can apply the Interim Final Rule. In addition, the US Treasury has created a Compliance and Reporting Guidance document which we are beginning to review. A team of Stacey Brechler-Knaggs, Grants and Contracts Manager; Sarah Langley, Management Analyst; Morgan Mullaney, Grants and Contracts Specialist; Glorice Thousand, Accountant; and Rick Tadder, Management Services Director; has been participating in several educational opportunities and have discussed the ARPA funding with the Budget Team.

In April at the Council Budget Retreat, staff estimated $9M in revenue losses that may be able to be recovered with the ARPA funding. The combination of revenues exceeded budget and the guidance provided by the US Treasury required us to adjust those figures. We are still waiting on the Final Rule to determine if any of the ARPA funds will be available for revenue recovery. Currently, are reserving $4.5 million for potential revenue loss, leaving $8,752,816 to allocate to programs. The Budget Team has provided an initial draft proposal for utilizing the funding. We will be seeking Council direction for adjustments to the Budget Team's proposal.

For information, guidance, and frequently asked questions on the American Rescue Plan Act for State and Local Recovery Fund please visit the US Treasury website:
https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds

Attachments: Presentation
List of ARPA Local Funding Categories
Proposed Funding

American Rescue Plan Act Local Recovery Funds

Council Meeting - September 7, 2021

TEAM FLAGSTAFF

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Agenda

- American Rescue Plan Act (ARPA) Local Recovery Funds Overview
- Reporting Requirements
- Review of Expenditure Categories
- Budget Team Proposal
- Council Discussion
- Next Steps

American Rescue Plan Act Local Recovery Funds Overview



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American Rescue Plan Act Local Recovery Funds Overview

H.R. 1319 Signed into law 3/11/21

- $1.9T aid package that includes:
  - Direct cash payments
  - Expanded unemployment insurance
  - **Support for state & local gov.**
  - Economic development
  - Housing & social services
  - Small business support
  - Aid to education & childcare systems
  - Vaccine & testing activities

American Rescue Plan Act Overview

Intent of the State and Local Recovery Fund

- $350B set aside for the State and Local Fiscal Recovery Fund to address:
  - The public health emergency and its negative economic impacts
  - Essential workers
  - Local government revenue reductions
  - Investments in water, sewer, or broadband infrastructure
- Prohibited uses:
  - Cannot directly or indirectly offset a tax revenue deduction
  - Cannot be deposited into a pension fund

American Rescue Plan Act Overview

Treasury Guidance

- Treasury issued an *Interim Final Rule* in May 2021
- Numerous FAQ documents have been released
- Flagstaff submitted a comment to Treasury during the public comment period to request revised guidance
- Currently waiting for Treasury to release the final rule

Potential Additional Legislation

Infrastructure Investment & Jobs Act

- Bipartisan bill likely to be passed in Fall 2021
- Includes funding for:
  - Roads/ bridges/ major projects
  - Pedestrian safety
  - Public transit
  - Broadband
  - Airports
  - Water Infrastructure
  - Clean energy infrastructure
  - Resiliency

FY22 Budget Resolution Framework

- Lacks bipartisan support
- Passage uncertain
- Could include funding for:
  - Climate initiatives
  - Paid leave
  - Childcare
  - Education
  - Healthcare

Compliance and Reporting Guidance

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Compliance and Reporting

Compliance:

- Respond to COVID-19 Public Health Emergency and Meet Urgent Community Needs
- Advance Racial Equity and Support Underserved Communities
- Transparency and Public Accountability for Awarded Funds
- Meet Statutory Eligible Uses
- Meet Treasury's Interim Final Rule
- Eligible Costs Timeframe/Period of Performance
  - Period begins March 3, 2021 and ends December 31, 2024
  - Funds must be expended by December 31, 2026
- Uniform Administrative Requirements, 2CFR Part 200
- Compliance with Award Terms and Conditions

Compliance and Reporting

Reporting Requirements:

- Interim Report due August 31, 2021 (03/03/21 - 07/31/21)
- Quarterly Project and Expenditure Reports
  - Required Information -
    - Projects
    - Expenditures
    - Project Status
    - Project Demographics
    - Subawards
    - Civil Rights Compliance
    - Programmatic Data

Review of Eligible Categories

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Review of Eligible Categories

US Treasury Identifies 7 Categories, 66 Subcategories

- 1-Public Health
- 2-Negative Economic Impacts
- 3-Services to Disproportionately Impacted Communities
- 4-Premium Pay
- 5-Infrastructure
- 6-Revenue Replacement
- 7-Administrative and Other

Review of Eligible Categories

1	Public Health
1.1	COVID-19 Vaccination
1.2	COVID-19 Testing
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services
1.11	Substance Use Services
1.12	Other Public Health Services

Review of Eligible Categories

2	Negative Economic Impacts
2.1	Household Assistance: Food Programs
2.2	Household Assistance: Rent, Mortgage, and Utility Aid
2.3	Household Assistance: Cash Transfers
2.4	Household Assistance: Internet Access Programs
2.5	Household Assistance: Eviction Prevention
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Supports or Incentives)
2.8	Contributions to UI Trust Funds*
2.9	Small Business Economic Assistance (General)
2.10	Aid to nonprofit organizations
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support
2.14	Rehiring Public Sector Staff

Review of Eligible Categories

3	Services to Disproportionately Impacted Communities
3.1	Education Assistance: Early Learning
3.2	Education Assistance: Aid to High-Poverty Districts
3.3	Education Assistance: Academic Services
3.4	Education Assistance: Social, Emotional, and Mental Health Services
3.5	Education Assistance: Other
3.6	Healthy Childhood Environments: Child Care
3.7	Healthy Childhood Environments: Home Visiting
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System
3.9.	Healthy Childhood Environments: Other
	(Continued Next Page)

Review of Eligible Categories

3	Services to Disproportionately Impacted Communities
3.10	Housing Support: Affordable Housing
3.11	Housing Support: Services for Unhoused persons
3.12	Housing Support: Other Housing Assistance
3.13	Social Determinants of Health: Other
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators
3.15	Social Determinants of Health: Lead Remediation
3.16	Social Determinants of Health: Community Violence Interventions

Review of Eligible Categories

4	Premium Pay
4.1	Public Sector Employees
4.2	Private Sector: Grants to other employers

6	Revenue Replacement
6.1	Provision of Government Services

7	Administrative and Other
7.1	Administrative Expenses
7.2	Evaluation and data analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Nonentitlement Units (States and Territories Only)

Review of Eligible Categories

5	Infrastructure
5.1-5.9	Clean Water Programs
5.10-5.15	Drinking Water Programs
5.16	Broadband: “Last Mile” projects
5.17	Broadband: Other projects

Budget Team Draft Proposal

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Draft Proposal

Review of Budget Teams Draft Proposal

Funding Draft Proposal	Amount	Possible Partner	ARPA Category
Vaccination incentive program	$ 500,000	X	1
Support congregate settings agencies such as shelters and schools	$ 200,000	X	1,2,3
Support of mental health and substance use services	$ 75,000	X	1
Pilot program to assists with alternate care services	$ 2,400,000	X	1,2,3

Draft Proposal

Review of Budget Teams Draft Proposal

Funding Draft Proposal	Amount	Possible Partner	ARPA Category
Support of small businesses with business grants	$ 500,000	X	2
Support of tourism related businesses	$ 355,000		2
Support of non-profits and other agencies impacted by the pandemic. Including arts grants, event, permit and parking waivers	$ 725,000	X	2
Contracted Human Resources services to assist with recruitment	$ 50,000		2

Draft Proposal

Review of Budget Teams Draft Proposal

Funding Draft Proposal	Amount	Possible Partner	ARPA Category
Education assistance for early learning opportunities	$ 250,000	X	3
Education assistance for academic opportunities, such as STEM related programs	$ 350,000	X	3
Housing assistance programs	$ 450,000		3
Possible premium pay for workers performing direct work in public health and safety areas	$ 1,000,000		1,2,4

Draft Proposal

Review of Budget Teams Draft Proposal

Funding Draft Proposal	Amount	Possible Partner	ARPA Category
Improvement to water and wastewater cyber security measures including fiber projects to facilities	$ 1,500,000		5
Revenue loss replacement	$ 4,500,000		6
Hiring of staff and/or consultants to help manage the ARPA Local Funding including compliance and reporting	$ 400,000		7

Council Discussion

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Next Steps

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Next Steps

- Additional research for each funded program
  - Determination of parameters of allowable expenses
  - Develop reporting requirements with each category
- Work with Divisions/Sections associated each program
- Develop procurement for contracts
  - Existing contracts are not likely allowable under Federal Guidelines
- Contract over $49,999 will require Council approval
- Additional follow up with Council
- Refine and adjust allocations as needed

American Rescue Plan Act Local Recovery Funds

THANK YOU

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For additional assistance:

- Stacey Brechler-Knaggs
  - sknaggs@flagstaffaz.gov
  - (928) 213-2227
- Morgan Mullaney
  - MMullaney@flagstaffaz.gov
  - (928) 213-2202

	Category	Partnership Opportunity	Partner Programs In Place
1	**Expenditure Category: Public Health**		
1.1	COVID-19 Vaccination	X	
1.2	COVID-19 Testing		X
1.3	COVID-19 Contact Tracing		X
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)	X	
1.5	Personal Protective Equipment		
1.6	Medical Expenses (including Alternative Care Facilities)		
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency		
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)		
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19		
1.10	Mental Health Services	X	
1.11	Substance Use Services	X	
1.12	Other Public Health Services	X	
2	**Expenditure Category: Negative Economic Impacts**		
2.1	Household Assistance: Food Programs		
2.2	Household Assistance: Rent, Mortgage, and Utility Aid	X	
2.3	Household Assistance: Cash Transfers		
2.4	Household Assistance: Internet Access Programs		
2.5	Household Assistance: Eviction Prevention	X	X
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers		
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)		
2.8	Contributions to UI Trust Funds*		
2.9	Small Business Economic Assistance (General)	X	
2.10	Aid to nonprofit organizations	X	
2.11	Aid to Tourism, Travel, or Hospitality		
2.12	Aid to Other Impacted Industries		
2.13	Other Economic Support		
2.14	Rehiring Public Sector Staff		
3	**Expenditure Category: Services to Disproportionately Impacted Communities**		
3.1	Education Assistance: Early Learning	X	
3.2	Education Assistance: Aid to High-Poverty Districts		
3.3	Education Assistance: Academic Services	X	
3.4	Education Assistance: Social, Emotional, and Mental Health Services		
3.5	Education Assistance: Other		
3.6	Healthy Childhood Environments: Child Care		
3.7	Healthy Childhood Environments: Home Visiting		
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System		
3.9	Healthy Childhood Environments: Other		
3.10	Housing Support: Affordable Housing		
3.11	Housing Support: Services for Unhoused persons		
3.12	Housing Support: Other Housing Assistance		
3.13	Social Determinants of Health: Other		
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators		
3.15	Social Determinants of Health: Lead Remediation		
3.16	Social Determinants of Health: Community Violence Interventions		
4	**Expenditure Category: Premium Pay**		
4.1	Public Sector Employees		
4.2	Private Sector: Grants to other employers		
5	**Expenditure Category: Infrastructure**		
5.1	Clean Water: Centralized wastewater treatment		
5.2	Clean Water: Centralized wastewater collection and conveyance		
5.3	Clean Water: Decentralized wastewater		
5.4	Clean Water: Combined sewer overflows		
5.5	Clean Water: Other sewer infrastructure		
5.6	Clean Water: Stormwater		
5.7	Clean Water: Energy conservation		
5.8	Clean Water: Water conservation		
5.9	Clean Water: Nonpoint source		
5.10	Drinking water: Treatment		
5.11	Drinking water: Transmission & distribution		
5.12	Drinking water: Transmission & distribution: lead remediation		
5.13	Drinking water: Source		
5.14	Drinking water: Storage		
5.15	Drinking water: Other water infrastructure (including broadband for cyber security measures)		
5.16	Broadband: “Last Mile” projects		
5.17	Broadband: Other projects		
6	**Expenditure Category: Revenue Replacement**		
6.1	Provision of Government Services		
7	**Administrative and Other**		
7.1	Administrative Expenses		
7.2	Evaluation and data analysis		
7.3	Transfers to Other Units of Government		
7.4	Transfers to Nonentitlement Units (States and Territories only)		

City of Flagstaff
American Rescue Plan Act Local Recovery Funding Discussion
Budget Team Draft Proposal

Funding Draft Proposal		Amount	Possible Partner	ARPA Category
Vaccination incentive program	$	500,000	X	1
Support congregate settings agencies such as shelters and schools	$	200,000	X	1,2,3
Support of mental health and substance use services	$	75,000	X	1
Pilot programs to assists with alternate care services	$	2,400,000	X	1,2,3
Support of small businesses. Possible business grants	$	500,000	X	2
Support of tourism related businesses	$	350,000		2
Support of non-profits and other agencies impacted by the pandemic. Including arts grants, event, permit and parking waivers	$	725,000	X	2
Contracted Human Resources services to assist with recruitment	$	50,000		2
Education assistance for early learning opportunities	$	250,000	X	3
Education assistance for academic opportunities, such as STEM related programs	$	350,000	X	3
Housing assistance programs	$	450,000		3
Possible premium pay for workers performing direct work in public health and safety areas	$	1,000,000	X	1,2,4
Improvement to water and wastewater cyber security measures including fiber projects to facilities	$	1,500,000		5
Revenue loss replacement	$	4,500,000		6
Hiring of staff and/or consultants to help manage the ARPA Local Funding including compliance and reporting	$	400,000		7
ADD:				
ADD:				
ADD:				
ADD:				
ADD:				
ADD:				
Total	$	13,250,000		
ARPA Local Allocation	$	13,252,816		
Remaining Balance	$	2,816		

15. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	09/03/2021
Meeting Date:	09/07/2021

TITLE

Consideration and Direction: Expenditure of less than $50,000 for wastewater testing for COVID-19 at public schools

STAFF RECOMMENDED ACTION:

Discussion and Possible Direction

EXECUTIVE SUMMARY:

Below is a summary of the proposal provided by Mayor Deasy.

- The purpose of the proposed work is to monitor SARS-CoV-2 throughout Flagstaff as well as in populations that do not yet have the choice to be vaccinated, and where the rollout may be slow due to vaccination hesitancy.
- With funds provided by the City of Flagstaff, they will sample the wastewater once weekly at all elementary and middle schools within the Flagstaff Unified School District, the Wildcat and Rio de Flag wastewater treatment plant facilities, and at charter schools that agree to also be sampled (FALA has requested this service already, and we will reach out to others once funding is secured). We will provide results to the site within 72 hours of pulling samples.
- The goal of this work is to provide proactive information to each site so that they can better enforce or alter their mitigation strategies. For example, a school that has a high viral load in wastewater may better enforce masks in the classroom, or the school nurse could more actively search for children that should undergo rapid testing to isolate cases.
- Covid can be found in wastewater before it reaches viral load to be transmitted to others.
- Wastewater treatment plant testing would help the city understand what the viral load may be one week ahead of time. In addition, if viral load is high enough in any given sample, they will submit the sample for genomic sequencing and try to determine which variants of concern are present.

INFORMATION:

Attached you will find a Proposal Summary and Budget Justification documents provided.

Attachments: Proposal Summary
Budget Justification

Proposal Summary
City of Flagstaff
Proposed by Crystal Hepp, Associate Professor, Northern Arizona University
Crystal.hepp@nau.edu

Vaccinations for SARS-CoV-2 are only available to individuals who are 12 and over. When considering the eligible population within Coconino County, 44% of individuals are still not vaccinated. As of the August 20th, 2021 Coconino County update, transmission in our community is high, and percent positivity is substantial. The purpose of the proposed work is to monitor SARS-CoV-2 throughout Flagstaff as well as in populations that do not yet have the choice to be vaccinated, and where the rollout may be slow due to vaccination hesitancy. With funds provided by the City of Flagstaff, we will sample the wastewater once weekly at all elementary and middle schools within the Flagstaff Unified School District, the Wildcat and Rio de Flag wastewater treatment plant facilities, and at charter schools that agree to also be sampled (FALA has requested this service already, and we will reach out to others once funding is secured). We will provide results to the site within 72 hours of pulling samples from each site, and to the city if the site agrees. The goal of this work is to provide proactive information to each site so that they can better enforce or alter their mitigation strategies. For example, a school that has a high viral load in wastewater may better enforce masks in the classroom, or the school nurse could more actively search for children that should undergo rapid testing. Wastewater treatment plant testing would help the city understand what the viral load may be one week ahead of time. In addition, if viral load is high enough in any given sample, we will submit the sample for genomic sequencing and try to determine which variants of concern are present. We have been conducting this type of testing for more than a year at Northern Arizona University (who funded us to carry out this project again this year) and for five months at the Flagstaff Unified School District. Our funding to carry out school-based testing has ended, so the City of Flagstaff funds would reignite this effort.

Northern Arizona University
City of Flagstaff
Budget Justification

A. Salaries and Wages: $42,514
Pursuant to NAU policy, salaries in the initial budget period are based on current published NAU salary scales and include University mandated range adjustments and merit increases scheduled to occur before the proposed project start date except for those individual(s) with actual or expected salary exceeding NIH salary CAP at the time of project start date.

Crystal Hepp, Ph.D. (PI; not requesting salary coverage): Dr. Hepp will serve as the contact Principal Investigator on this project. She is an Associate Professor in the School of Informatics, Computing, and Cyber Systems and an Assistant Director of the Pathogen Microbiome Institute at Northern Arizona University. She started conducting wastewater surveillance for SARS-CoV-2 in March of 2020 and has secured all collaborations needed for this project. She will oversee all laboratory processes and the dissemination of results to involved partners (which includes a weekly public report in the case of the Flagstaff Unified School District and City of Flagstaff wastewater samples). She will additionally oversee and partially carry out bioinformatic analyses for variant detection and detection of other viruses.

Daryn Erickson, B.S. (6 months): Ms. Erickson will serve as the project coordinator. She will oversee all labwork and will conduct PCR and qPCR tests to identify which viruses are present in the wastewater at any given time and will prepare samples for genomic sequencing. She will additionally develop weekly reports for our collaborative partners with PI Hepp. Ms. Erickson has extensive molecular biology experience and has been working in the Hepp lab for 4 years.

Ryann Whealy, M.S. (1 semester): Ms. Whealy will participate as a graduate research assistant and will participate in sample processing (RNA and DNA extractions from samples). She will continuously update the sample database, which will contain data for approximately 1000 samples by the end of the project.

Zachary Barrand, B.S. (1 semester): Mr. Barrand will participate as a graduate research assistant and will participate in sample processing (RNA and DNA extractions from samples). He will continuously update the sample database, which will contain data for approximately 1000 samples by the end of the project.

TBD Temporary Employee (10 hours per week): This individual will work for 10 hours each week collecting wastewater samples from around the City of Flagstaff, including the Flagstaff Unified School District and City of Flagstaff Wastewater Treatment plants. They will undergo training on the use Moores Swab with PI Hepp.

B. Fringe Benefits: $8,929
This organization charges the actual cost of each fringe benefit direct to Federal projects. However, it uses a fringe benefit rate which is applied to salaries and wages in budgeting fringe benefit costs under project proposals. The following fringe benefits are treated as direct costs: FICA, workers compensation, health/dental insurance, basic life insurance, unemployment insurance, long-term disability, pension plan, and retiree accumulated sick leave.

Calculated at: Technical Staff, 39.2%; Graduate Students, 0.37% during the academic year. NAU's fringe benefit rate varies by salary and position.

C. Equipment: $0 – We are not requesting funds for equipment

D. Travel: $3,000 - We are requesting travel support for sample collection efforts across sites throughout the project.

E. Participant Support: $0 – We are not requesting funds to cover participant support (this is a required category for NIH and NSF grants, so we kept it here).

F. Subaward Costs: $0 – We are not requesting funds for subawards

G. Other Direct Costs: $45,000 – We are requesting funds for 1) sample collection and processing materials ($45,000). For the materials budget, we have included expenses for Nalgene jars (sample collection), a manhole hook, as well as viral concentration, extraction, reverse transcription, qPCR, and genomic sequencing reagents and consumables.

H. Total Direct Costs: $99,443

I. Indirect Costs: $0
We are requesting that indirect costs are waived for this pandemic response project.

J. Total Direct and Indirect Costs: $99,443

K. Amount of this Requested: $99,443

16. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	09/03/2021
Meeting Date:	09/07/2021

TITLE

Future Agenda Item Request (F.A.I.R.) A Citizens' Petition seeking to "limit the on-street parking of all Recreational Vehicles (campers, boats, camping vehicles, trailers, etc.), and any other trailer, to 30 calendar days, with a possible appeal to the City for an additional 30-day extension, for a maximum limit of 60 days per calendar year."

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on August 10, 2021, requesting to "limit the on-street parking of all Recreational Vehicles (campers, boats, camping vehicles, trailers, etc.), and any other trailer, to 30 calendar days, with a possible appeal to the City for an additional 30-day extension, for a maximum limit of 60 days per calendar year."

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2021-07

2021-07

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title I Chapter 12

RECEIVED AUG 10 2021 BY:

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: 30 Day City Street Parking Ordinance

Action Requested: That the City limits the on-street parking of all Recreational Vehicles (campers, boats, Camping vehicles, trailers, etc.), and any other trailer, to 30 calendar days, with a possible appeal to the City for an additional 30 day extension, for a maximum limit of 60 days per calendar year.

(Submitter must also sign below and complete information)

Printed Name of Submitter:

Contact Information: 928-606-5448 melnmac@msn.com Dennis "Mac" McGeary

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
6/27/2021	Ashley Mann	2290 E Forest Heights dr. 86004	
6/27/2021	CHRIS MANN	2290 E FOREST HEIGHTS DR	
6/27/21	Rachel Kinne	2302 E Forest Heights Dr	
6-28-21	Bjorn Flugstad	2170 E. Skyline	
6-28-21	Jennifer Flugstad	2170 E. Skyline	
6-30-21	Rick Conway	3603 N. Stone Crest	
6-30-21	Carla Conway	3603 N. Stone Crest	
6/30/2021	LoRi McElfresh	2233 E. Forest Hts. Dr.	
7/1/2021	Elizabeth Smith	3826 N. Forest Brook St.	
7/1/2021	Richard Smith	3826 N. Forest Brook St	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**
8/10/21	Stacy Saltzburg	9/7/2021

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: 30 Day City Street Parking Ordinance

Action Requested: That the City limits the on-street parking of all Recreational Vehicles (campers, boats, Camping vehicles, trailers, etc.), and any other trailer, to 30 calendar days, with a possible appeal to the City for an additional 30 day extension, for a maximum limit of 60 days per calendar year.

(Submitter must also sign below and complete information)

Printed Name of Submitter:

Contact Information: 928-606-5448 melnmac@msn.com Dennis "Mac" McGeary
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
6-15-2021	DENNIS McGEARY	2225 E. SKYLINE DR. FLG	
6-15 2021	MIKE McMULLAN	3814 N. FOREST BROOK	
6-15-2021	Ginger Van Divier	3814 N. Forest Brook	
6-15-2021	Doug Friedman	2261 E. Forest Heights Dr.	
6/15/2021	Elii Chapman	2283 Forest Heights Dr	
6/15/2021	David Chapman	2283 E Forest Heights	
6/15/2021	Allen Haden	2169 E. Skyline Dr. Flg	
6/15/2021	Carol Haden	2169 E Skyline Dr. Flagstaff	
6/15/2021	Fred Battista	2242 E. Skyline Dr. Flagstaff AZ 86004	
6/15/2021	Monica-Battista	2242 E. Skyline Dr, Flagstaff, AZ 86004	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: _____ **PAGE** _____ **OF** _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
6-16-21	Alberto Valenzuela	413 S San Francisco St Unit B 86001	
6-16-21	Susann Clinton	3064 W. Sacramento	
6/16/21	Amy Rhodes	1725 N Kutch Dr. Flagstaff, AZ 86001	
6/16/21	Adam Neisen	1725 N Kutch Dr Flagstaff, AZ 86001	
6/20/21	Jan Oski	2347 E. Forest Heights Flagstaff AZ 86004	
6/20/21	Steven Moul	2347 E. Forest Heights Flagstaff AZ 86004	
6/20/21	Constance Pribil	2323 E. Forest Hghts Dr. Flagstaff, AZ 86004	
6/20/21	WILLIAM B PRIBIL	2323 E FOREST HGHTS FLAGSTAFF, AZ 8604	
6/20/21	Lisa Bolton	3840 N. Patterson Blvd Flagstaff, AZ 86001	
6-20-21	MARTIN LEVENDUSKY	3860 N PATTERSON BLVD FLAGSTAFF, AZ 86004	
6-21-21	LuAnn Roberts	3851 N. Patterson Blvd Flagstaff AZ 86004	
6-21-21	Joe Rauschenbach	2625 E. Heidi Loop Flagstaff, AZ 86004	
6-21-21	Tammy Rauschenbach	2625 E Heidi Loop Flagstaff AZ 86004	
6-23-21	Robert Vane	2201 E. Forest Hts. Dr., Flagstaff, AZ 86004	
6/23/21	Aubrey Sonderegger	3850 N Patterson Blvd Flagstaff, AZ 86004	
6/23/21	Derek Sonderegger	3850 N Patterson Blvd Flagstaff, AZ 86004	
6/24/21	Steven Roberts	2610 N. Fremont Blvd Flagstaff AZ 86001	
6/24/21	Deborah Delight Roberts	2610 N. Fremont Blvd. Flagstaff Az 86001	
6/26/21	Ted Dwyer	3823 N Forest Brook Flg 86004	
6/26/21	Christie Friedman	2261 E Forest Heights Flagstaff, AZ 86004	
6/27/2021	Melanie McGeary	2225 E. Skyline Drive Flagstaff, AZ 86004	
6/27/2021	Anastasia M. Alvarado	2301 E Forest Heights Dr Flagstaff AZ 86004	
6/29/2021	DAVID ALVARADO	2301 E Forest Heights FLAGSTAFF AZ 86004	

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: 30 Day City Street Parking Ordinance

Action Requested: _That the City limits the on-street parking of all Recreational Vehicles (campers, boats, Camping vehicles, trailers, etc.), and any other trailer, to 30 calendar days, with a possible appeal to the City for an additional 30 day extension, for a maximum limit of 60 days per calendar year._____

(Submitter must also sign below and complete information)

Printed Name of Submitter:

Contact Information: ___928-606-5448_____melnmac@msn.com _____Dennis "Mac" McGeary_____
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
3 JUL 2021	ERIC ZACHARIAS	3864 N FOREST BROOK	
7/3/2021	Robyn Zacharias	3864 N. Forest Brook St	Robyn Zacharias

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

16. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	09/02/2021
Meeting Date:	09/07/2021

TITLE:

Future Agenda Item Request (F.A.I.R.): A request by the Commission on Diversity Awareness through Councilmember McCarthy to place on a future agenda a discussion about equitable restroom availability.

STAFF RECOMMENDED ACTION:

Council direction.

Executive Summary:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember McCarthy has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda. The request stems from a recommendation from the Commission on Diversity Awareness for the City of Flagstaff.

The recommendation from the Commission on Diversity Awareness has been attached.

Financial Impact:

Policy Impact:

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

Previous Council Decision on This:

Attachments: CODA Equitable Restroom Recommendation to Council

Recommendation to the Flagstaff City Council for a city ordinance regarding equitable restroom availability

The Commission on Diversity Awareness for the City of Flagstaff recommends the creation and passage of a city ordinance requiring that all single occupancy public restrooms be available for use for everyone regardless of gender. It is our recommendation that the ordinance include the following elements:

1. Restrooms affected by this ordinance would be those intended for use by one person at a time, or for family or assisted use, and located in buildings owned by the City of Flagstaff.
2. Signage on such restrooms would include words such as “gender neutral,” “all gender,” or simply the word “restroom” without reference to the gender of the occupant.
3. Responsibility for ensuring that signage is updated to meet these requirements would be determined by the City Council.
4. The ordinance would affect all existing and future single occupancy restrooms.
5. The ordinance would include an effective date determined by the City Council.

Furthermore, the Commission on Diversity Awareness requests that the Flagstaff City Council recommend the practice of using nongendered signage for single-occupancy restrooms used by the public but not owned by the city (such as restrooms in educational facilities, healthcare facilities, and businesses that are open to the public).

Reasons for consideration of this ordinance include:

1. Promoting the safety of gender non-conforming persons
2. Creating a welcoming environment for gender non-conforming persons
3. Increasing restroom availability for all