CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MARCH 1, 2022

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

All City Council Meetings are live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT

Verbal public comments may be given through a virtual public comment platform or in-person

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.

---

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 through other technological means.

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

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. PUBLIC PARTICIPATION

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

5. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Employee Appreciation Day

6. CITY MANAGER REPORT

A. **City Manager Report**

STAFF RECOMMENDED ACTION:

Information Only

B. **Letter of Opposition to HCR 2031**

7. COVID-19 UPDATES

A. **COVID-19 Update**

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only.

8. COUNCIL LIAISON REPORTS

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.

A. **Consideration and Approval of Contract:** Annual Service Agreement with Morning Dew Landscaping, Inc. to provide landscape maintenance and snow removal services at City of Flagstaff facilities.

STAFF RECOMMENDED ACTION:

1. Approve the Annual Service Agreement with Morning Dew Landscaping, Inc. for landscape maintenance and snow removal services; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Final Plat:** Request from Hunt Beaver, LLC for approval of the Final Plat for Beaver Street Condos (case number: PZ-17-00187-05), an 8-unit residential condominium subdivision located at 613 North Beaver Street on 0.33 acres in the T4N.1 (Transect) 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.

C. **Consideration and Approval of Contracts:** Purchase Contracts for Dark Skies Streetlight Code Compliant Luminaires from Arizona Electrical Supply, Border States Electric Supply, Crossroads LED, Voss Lighting and Wesco Distribution, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the Purchase Contracts for Dark Skies Streetlight Code Compliant Luminaires with Arizona Electrical Supply, Border States Electric Supply, Crossroads LED, Voss Lighting and Wesco Distribution, Inc.; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** License Agreement with The James Agency on behalf of Northern Arizona University for Advertising Space at the Flagstaff Pulliam Airport.

STAFF RECOMMENDED ACTION:

Approve the License Agreement for the 18-month duration.

10. ROUTINE ITEMS

A. **Consideration and Approval of Contract:** Lone Tree Overpass Project - Award of the Second Amendment to the Design-Build Services Agreement to Ames Construction in an amount not to exceed $5,905,357.86.

STAFF RECOMMENDED ACTION:

1. Award of the Second Amendment to the Design-Build Services Agreement to Ames Construction in an amount not to exceed $5,905,357.86; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Adoption of Ordinance No. 2022-03:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 299.68 acres of real property generally located at 1900 North Gemini Drive, APN 101-37-002J, 107-01-001F, 107-01-001G, 101-37-001E, 101-37-002H, 101-28-007E, 107-01-001B, and 101-28-007C, and a portion of APN 110-08-001G and 109-02-001S, from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the Public Open Space (POS) zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing an effective date. ***(McMillan Mesa Natural Area Concept Zoning Map Amendment: PZ-20-00063).***

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-03 by title only for the final time
2) City Clerk reads Ordinance No.2022-03 by title only (if approved above)
3) Adopt Ordinance No. 2022-03

C. **Consideration and Adoption of Resolution No. 2022-05 and Ordinance No. 2022-04:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain documents filed with the City Clerk and entitled "PZ-21-00282 Updates to Zoning Code - Residential Sustainable Building Incentives" 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 Residential Sustainable Building Incentives.

STAFF RECOMMENDED ACTION:

1) Adopt Resolution No. 2022-05
2) Read Ordinance No. 2022-04 by title only for the final time
3) City Clerk reads Ordinance No. 2022-04 by title only (if approved above)
4) Adopt Ordinance No. 2022-04

11. PUBLIC HEARING ITEMS

A. **Public Hearing. Consideration and Adoption of Ordinance No. 2022-05:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 13.49 acres of real property generally located at 5531 East Cortland Boulevard, a portion of APN 113-37-001E from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density Residential (HR) zone with conditions, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the March 1, 2022, Council Meeting:
1) Hold the Public Hearing
2) Read Ordinance No. 2022-05 by title only for the first time
3) City Clerk reads Ordinance No. 2022-05 by title only (if approved above)

At the March 15, 2022, Council Meeting:
4) Read Ordinance No. 2022-05 by title only for the final time
5) City Clerk reads Ordinance No. 2022-05 by title only (if approved above)
6) Adopt Ordinance No. 2022-05

12. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2022-06:** An ordinance of the City Council of the City of Flagstaff, authorizing the City of Flagstaff to accept a donation of .29 acres of vacant land along the west side of Switzer Canyon Drive, parcel no. 101-29-050 (Tract E); delegating authority to complete the transaction; providing for repeal of conflicting ordinances, severability, authority for clerical corrections; and establishing an effective date

STAFF RECOMMENDED ACTION:

At the March 1, 2022 Council Meeting:
1) Read Ordinance No. 2022-06 by title only for the first time
2) City Clerk reads Ordinance No.2022-06 by title only (if approved above)
At the March 15, 2022 Council Meeting:
3) Read Ordinance No. 2022-06 by title only for the final time
4) City Clerk reads Ordinance No. 2022-06 by title only (if approved above)
5) Adopt Ordinance No. 2022-06

13. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Deasy to place on a future agenda a discussion regarding legal violations of permittees as grounds to suspend or terminate building permits or public construction contracts.

STAFF RECOMMENDED ACTION:

Council direction.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Deasy to place on a future agenda a discussion regarding apprenticeship requirements for public construction contracts.

STAFF RECOMMENDED ACTION:

Council direction.

14. PUBLIC PARTICIPATION

15. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

16. 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 _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	02/18/2022
Meeting Date:	03/01/2022

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.

REPORT WILL BE ATTACHED ON MONDAY, FEBRUARY 28, 2022.

INFORMATION:

Attachments:

City Manager Report
Water Services Monthly Report
Capital Improvement Report
Capital Improvement Project Map
Sustainability Monthly Report
IT Monthly Report
Sunshine Transport Solutions Corp

City Manager's Report

February 28, 2022

Council and Colleagues, greetings. These reports will be included in the City Council packet for regularly scheduled Council meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. This report will include our January and February work anniversaries and we will hopefully be recognizing a couple of significant anniversaries during the Council meeting. Also appended to this report is the monthly update from Water Services (January), Capital Improvements (March), Sustainability (February), IT (February).

Work Anniversaries
January & February, 2022

Five Years:

Elizabeth Verstraete, IT Administrator
(1/17/17)

Brian Sutter, Public Works Supervisor
(1/17/17)

Colleen Calhoun, Administrative Specialist
(1/17/17)

Christopher Palmer, Project Manager
(1/17/17)

Mathew Black, WS Operate 2
(1/30/17)

Lorraine Martinez-Buell, Finance Specialist
(1/30/17)

Benjamin Jones, Construction Inspector
(1/30/17)

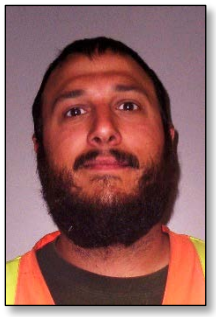
Jennifer Niemann, Climate Program Manager
(2/13/17)

Ten Years:

Lyle Kenefick, Streets Operation Tech
(2/21/12)

Fifteen Years:

Gino Leoni, Parks Supervisor
(1/02/07)



Nicole Antonopoulos, Sustainability Director
(1/02/07)

Ryan Turley, Police Sergeant
(1/08/07)

Brian George, Maint Tech III
(2/12/07)

Dustin Kuhns, Police Sergeant
(2/26/07)

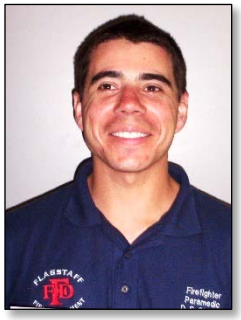
Justin Emerick, Project Manager
(2/26/07)

Chad Hiser, Fire Captain Paramedic
(2/26/07)

Shane Spravzoff, Firefighter Paramedic
(2/26/07)

Wesley Forbach, Fire Engineer Paramedic
(2/26/07)

Daniel Schaellfer Chavez, Fire Captain Paramedic
(2/26/07)



Kevin Wiles, Fire Captain Paramedic
(2/26/07)

James McCullough, Firefighter Paramedic
(2/26/07)

Twenty Years:

Margaret Roederer, CVB Communications Specialist
(2/07/02)

Twenty-five Years Plus (Ding, Ding, Ding):

Ralph Hearne, who has dedicated his expertise to the Parks Section for 26 years, brings to our team institutional knowledge, an incredible history of all things parks, FUTS and Citizens Cemetery related. He also has a wherewithal of budget that is accompanied by some of the best fiscal responsibility out there for the organization. Ralph is currently the Supervisor for the Citizens Cemetery and also oversees the trash/restroom cleaning crew. Desert hikes, history and culture as well as fútbol are of some of his passions, in addition to his amazing furry family member.

Rather than sharing a picture of himself, Ralph wanted to share a picture of his favorite place – Mexico City! Ralph, we are thankful to have you on the PROSE team!

Carrie Nelson is the Administrative Specialist for Discover Flagstaff and is celebrating 27 years of service with Team Flagstaff. "I can't believe it's been 27 years here at the City of Flagstaff! I started in the Human Resources office, first, as the HR Clerk and then promoted to the HR Administrative Assistant for the first five years with the City. When a new position was advertised in another department, I applied and was hired at the Convention and Visitors Bureau as the new Administrative Specialist. Twenty-two years later in this department I can honestly say that I have had many great experiences in this position. Tourism and promoting Flagstaff comes easy when you live in a town that you love."

Well said, Carrie, and thanks for your incredible service to the City!

Jeff James was hired as a police officer in 1993, following in the footsteps of his father who retired from FPD. James was subsequently certified to be a motorcycle and was later promoted to Sergeant. In 2014, he was assigned as the traffic unit supervisor. He approached this new challenge with a passion and developed several programs within the traffic unit that currently provide direct communication between the police department and the citizens we serve.

James has served as a Field Training Officer, DARE Instructor, Collision Reconstructionist, Driving Instructor, and is past recipient of the Meritorious Service Award, the globally renown City Managers Award, and Officer of the Year awards.

James is also a member of the Department's Ethics Committee. He presents quarterly ethics training to employees and helps our officers give the best possible customer service to our citizens. His leadership and dedication provides quality customer service to everyone in our community! Thank you, Jeff … you rock!

Shalaine Lindley-Bigler began her career with the City of Flagstaff in February of 1995 as an Animal control Officer. In 2009, during the Great Recession her position was cut, and rather than leaving the City, she transferred to an open parking control position. What dedication!

Shalaine worked parking control until the Department was able to fund the Animal Control Position again in 2017. Some of the many highlights of Shalaine' s career:

- Working through rabid skunk and rabid fox epidemics in Flagstaff.
- Tracking a determined black bear for over two hours through the Country Club Neighborhood.
- Recovering a stolen bird on a loose dog call for service.
- Receiving the universally acclaimed City Managers Award.
- Painting the Memorial Wall inside the Police Department.
- Helping to get Park Flag up and running.

Thank you Shalaine for your 27 years of service and dedication! You are an inspiration to us all, and we can't wait to hear about your next adventure!

Stacey Brechler-Knaggs (aka, Stacey BK, SBK, "Money Finder") started with the City in 1984. Yes, some quick math reveals that she has been here for 38 years! She graduated from Northern Arizona University (go Jacks) and she comes from a strong government family which has instilled her incredible devotion to community service.

Stacey oversees the Grants, Contracts and Emergency Disaster Recovery Programs in the Management Services Purchasing Section. She and her team have processed, organized, and monitored thousands of contracts; have received millions of dollars for the City in grant revenue for many important projects; and have worked several emergency events to help our community respond and recover from disasters. To note, over the past ten years, the City has realized over $115M in Federal funding alone! Umm … thanks, Stacey!

Accomplishments include: Law Enforcement Administration Building, Airport Runway Extension, Air Rescue Firefighting Facility, Business Incubator and Accelerator Buildings, Police Swat and Bomb Trucks, and others. Stacey's professionalism and institutional knowledge of the City of Flagstaff makes her a true asset to the organization.

In her free time, which is scarce, she enjoys spending time with her family and friends, hiking, reading, and traveling.

Fire Department

- Fire Department crews responded to two vehicle and pedestrian accidents. One at Fourth Street near 2nd Avenue and the other at S. Milton and University Avenue. In addition, the Department personnel extricated a patient without injuries from a vehicle and extinguished a car fire in Clark Homes.

- Command staff awarded Bobby Romero, Josh Crane, Earl Gutierrez, Dan Chavez, Austin Rupe and Kate Williams with unit citations for their strong work on a recent code save!

- Fire crews responded to a chimney fire in Baderville. Crews arrived and noticed smoke coming from a wooden chimney box located on the roof of the residence. Further investigation revealed that there was a fire in this box that was threatening the attic space. Crews were able to make access into this area by using a chainsaw so they could extinguish the fire before it spread into the house. Great job guys!

Police Department

- Patrol and Detectives continued follow up for a missing person, who went missing on Sunday the 6th from her residence in Railroad Springs.
- DC Mansfield met with partner agencies on exploring a local police academy.
- Staff Members attended training to assist with the 2022 Annual Point in Time Count of unsheltered in our community.

- Officer Michel Hansen was recognized as the Veterans of Foreign Wars (VFW) FPD Officer of the year by our local VFW chapter on Saturday February 5th. Mike Hansen began his career with our agency in 2013, after completing a degree at Northern Arizona University (an excellent college) in Justice studies. Mike attended the Northern Arizona Regional Training Academy and graduated in May of 2014. It didn't stop there. Mike spent several years gaining experience in patrol prior to being promoted to Detective. He was assigned to the Criminal Investigations Division in 2020 and inherited a very complex robbery case which, after two jury trials, resulted in a guilty verdict and a lengthy prison sentence. There are many other instances to show his success and determination. He is a very accomplished member of our Police Department. He frequently volunteers to come in early or stay late, and his peers and leadership feel he is most deserving of this award. We do, too. Officer Hansen, congratulations! Your service is truly appreciated.

- On February 11th, Officer Mike Priest responded to the Wells Fargo bank on S. Milton Road to assist with an Armed Robbery call for service. Officer Priest searched the area looking for anyone matching the description provided by staff and investigators on scene. While in the area of Butler Ave. and S. Humphreys St., Officer Priest located and contacted an individual who matched the description. Upon contact, he positively identified the individual as the suspect involved in the robbery, and placed him in custody without incident. Officer Priest is commended for his diligence in searching for the individual and utilizing his skills to take the suspect into custody without injury. His actions exemplify the Flagstaff Police Department's commitment to the preservation of life while providing exemplary service to the community. Well done, sir!

PROSE

- Beck Thomas joined the PROSE team as an Administrative Specialist. Welcome Beck!

- The Thorpe Park Annex Project virtual information sessions are coming up on March 2nd and March 5th. Zoom Registration is requested for March 2nd at 5:30: https://us02web.zoom.us/.../tZ0uce2orTMiEtAlOkizDrP5uBC0k...

- For Saturday, March 5th at 11:00am - Zoom registration: https://us02web.zoom.us/.../tZwsf...

- Aquatics Coordinator, Angela Kennedy, has been performing a lifeguard instructor class for both City and NAU employees and we had 5 new instructors pass this week! Up next will be CPR training for those interested in PROSE!

- This just in: Spring must be near, as our crews out at the Aquaplex tackled a much-needed sidewalk project recently. The old walkway was demolished and replaced with new sidewalk panels. Props to Emry Pensinger, David Todirita, Paul McGuire, Anthony Milligan and Dan White! Smooth work, gang!

- Kahtoola for the People (https://kahtoola.com/about/kahtoola-for-the-people/) is supporting school programming with sixth grade Science "Heartwood" teachers at Mount Elden Middle School (MEMS). With safety guidelines in place, over the last two months, environmental education programming in connection with indigenous culture was offered for all sixth-grade students, totaling five classes. Very cool.

- At Hal Jensen Recreation Center, the youth have been finding an interest in lifting weights and working out in the fitness center. Informing our youth of the benefits of physical activity balanced along with nutrition are just some of the educational tasks the recreation staff embody.

- At Jay Lively Activity Center (JLAC) and at the Aquaplex, staff are preparing to on Monday, February 28th, to return to the hybrid tier regarding pandemic restrictions that were in-place prior to January 11th. At JLAC, the public skate capacity will increase from 50 to 100, and at the Aquapelx, the pool area for recreational swim will increase capacity from 30 to 50 plus bring back private swim lessons.

- A group of Open Space Stewards helped to spread straw over native grass seed at the east side of Picture Canyon, under the direction of Natural Channel Design staff. Once the native grasses sprout and grow, there will be less room for invasive weeds!

Public Works

- At Pulliam Airport the new Long-Term Parking Lot programed concrete driveway at Liberator Ln. (overflow parking lot / ARFF entrance) installation has been completed. The final scheduled driveway replacement (rental lot immediately east of the terminal) is scheduled to be replaced during the week of February 14th. Final paving (along Pulliam Dr) is anticipated to conclude by February 25th (weather permitting). The construction of the screen walls within the parking lot has been completed.

- Facilities has been busy with wall repairs at Joe C Montoya, repairing a loose section of roof at City Hall, Aquaplex hot tub repairs, fixing damaged lights at the Public Works yard, repairing bay heaters at Fire Station 5, and are continuing with the LED light upgrade at Hal Jensen.

- Facilities team assisted the Downtown Library with the annual Hanging of the Quilt Display. Beautiful crafts.

- The Electric Vehicle (EV) Parking at Pulliam Airport will be delayed due to national shipping and supply shortages. The APS team will move forward with the placement of all underground improvements to allow for the concrete sidewalk to be placed. Then the above ground hardware when it became available.

- Cross-training in Solid Waste has been taking place this last week to share knowledge, experience, and ensure the operators are proficient in the equipment used throughout the entire program. This will continue as staffing allows. It also proved quite useful during last week's snow event, as some of our operators were teaming up with the Streets crew to help clear the streets.

Letters of Support

Appended hereto are a couple of letters of support for your information, related to pending legislation and potential BIL funding. On the BIL funding, attached is the final draft letter of interest for Bureau of Reclamation (BOR) assistance on the Red Gap project, which was discussed in the meeting we had with Lee Story, Nicole Antonopoulos, Sterling Solomon, and Andy Bertelsen. Kevin Black with BOR has reviewed for technical program accuracy.

With regard to the HCR 2031 letter, a couple of comments: If approved by voters, this bill will amend the Arizona constitution, enabling the State Legislature to set all employee wages and benefits in the state, including those offered by private employers. This of course would conflict with and arguably override other Constitutional provisions and voter-approved laws protecting employee pensions, minimum wage, and sick leave benefits. The statewide preemption would prohibit cities and towns (but not counties and school districts) from regulating wages and benefits.

Sunshine Transport Solutions Corp (STSC)

Council, please see attached to this Report an executive summary from the STSC that will give you adequate background on this topic. STSC presented to the MetroPlan team a while back and recently has been in conversations with some of you, I believe, about bringing a new transit system to Flagstaff. Specifically, the request is to have some time in front of Council at a future work session to show this presentation. I am not advocating for such, with our current workload and agenda, but out of professional courtesy I am forwarding this information to you for your consideration.

Monthly Reports

Also appended hereto are the Capital Improvements Update for March; the Water Services Monthly Update for January; and the Sustainability Monthly Update for February, and Information Technology Monthly Update for February. They are all good reads.

That's a wrap, Council. More later. Onward and upward!

WATER SERVICES DIVISION

WS Monthly Update
January 2022

Director

- Leadership has been working on presentations to Water Commission and City Council on flood updates.
- Wastewater presented their projects on Jan 20 and 27 to the Citizen Bond Committee. Stormwater was slated for a bond committee presentation on January 27, which was moved to the February 3 session. We are focusing on flood mitigation needs, primarily in Spruce Wash.
- The Team submitted a scope of work for a Water, Wastewater, Reclaimed Water, Stormwater Rates and Cost of Service Study to procurement
- We are also preparing for the upcoming Council Budget Retreat on Feb 3-4, with presentations on infrastructure needs in Stormwater and Wastewater.
- The upcoming rate study is critical to ensuring all programs in Water Services are adequately and appropriately funded. Construction and design cost increases and aging infrastructure are making it difficult to take on major projects.
- Mark Richardson has retired as Operations Section Director. We are evaluating the needs of the Division and the position's responsibilities before the recruitment.

Safety

Covid is making its way through the system; it's not going away as hoped, but we are managing operations, in spite of this.

Water Commission Agenda

- We have a big shift in our Water Commission, with five new members, and two returning members. The handbook will be provided at this meeting.
- We provided an update on flood mitigation.
- We provided an overview of policies that guide the Rate and Cost of Service Study, as well as requests made by the former Water Commission and City Council to address in the next rate study
- An FY23 CIP presentation will be moved to February.

Administration Offices
2323 N. Walgreens St., Suite 1
Flagstaff, Arizona 86004

Section Updates (alphabetically)

Admin – Budget & Communications

- We are working on completing FY23 Budget tasks, personnel worksheets, new personnel requests, re-classifications and re-orgs.
- We are compiling our new funding lists and completing the 10-year plans.
- Communications welcomes Megan White, an NAU Public Health intern focusing on environmental health as it pertains to Stormwater. She had the opportunity to dive in her first week, with development of a *Poo in the Park* campaign initiated by a local school request. We expect Megan will be working on other Stormwater Initiatives and public outreach.

Regulatory Compliance

- Staff is working with an SIU -Joy Cone, to bring them into compliance.
- Brown and Caldwell (consultants) are running the numbers for the Copper study. We're doing sampling at the plants
- Gore is re-categorizing their permit, aligning to the new constituents in ADEQ regulations.
- We have a new supervisor starting at the Wildcat Hill lab.
- Wastewater lab tech Julia Connors is taking her Grade 2 Wastewater certification test.

SCADA Information Systems

- IS is hosting an Inspection Work Order Demo at the Rio de Flag WRP, on adding pumps, motors and VFDs to the CMMS maintenance system. We're serving pizza, for added initiative.
- Continental well is functional; we're buying time to get communications in place.
- The warehouse master radio site is now online, added master PLCs and program PLCs to collect data from satellite site and send to Lake Mary.
- The Public Works radio tower is now being erected. We are in planning stage, in how to move equipment out of Public Works to the tower.
- SCADA helped Danny (Water Production Maintenance/Electrician) with the McAllister well walk through and implementing standards as we go.
- The North Reservoir plant is another master radio site.
- We are working with DHS to monitor systems and perform a risk audit and accomplish a physical separation with City Hall's IT system, to protect our OT (Operational Technology) system. We're working out the bugs with segregating the Police system. We'll then tackle separating the reclamation plants from Lake Mary WTP.

- With so many projects, our Team is working on a plan to weigh criteria, prioritize projects and consider lead times in our plan.
- We're changing how we manage the facility security-door locks- giving access to managers. This will require added licensing seats/costs.
- We're having issues with communications at the Lake Mary raw water tower. Parts are on order.
- We're adjusting the requirements for the electrician position, making it an entry-level position.

Stormwater

- Real estate and legal are working on property acquisition for sediment basins for the NRCS EWP grant (managed by the County Flood Control District).
- The Dortha improvement project is managed by Christine Cameron in CD.
- Core Construction is already working on construction of Killip Retention Basin and working through design issues. We hit rock earlier than anticipated, which means greater costs.
- We received flood models from JE Fuller. Models are revised from lidar and aerial survey in Nov. and Dec. and will be available by the end of week for city GIS.
- We have two projects funded in the Federal infrastructure bill: $1.5 million for Killip basin and $1.2 million for the Rio de Flag lateral work downtown. We are using an FUSD contractor to construct the basin and will align this federal funding to the inlet structure using the federal procurement process.
- We are communicating with Legal on Park Way sediment basins for a public utility easement. Dortha channel has these concerns as well.
- Calendar Year 2021 open channel maintenance report is available online here: https://www.flagstaff.az.gov/DocumentCenter/View/71257
- Chris Palmer is still on paternity leave. Congrats, Chris!
- Doug is working on Development Review.
- HR is making offers to fill both program manager positions, open channel maintenance and floodplain managers.

Wastewater Collections

- We have two combo trucks out working in Collections.
- Our last recruitments yielded eight applicants, with two interviews scheduled. We are open to train new people.

- Paul Adams is working the Stormwater truck.

Water Distribution

- We are working on fire hydrant maintenance and inspections, as well as inspections of current capital improvement projects. Contractors pushing to meet deadlines.
- Lighting at the water load out station at East Side Shop is not working. We'll replace or upgrade the lights.
- IDS and plan review have some large projects, which are taking time to review
- We are working with CD on design of UPM cold patch building at East Side Shop.

Water Production

- We had our first positive Covid case amongst staff, followed shortly thereafter with the second at the Lake Mary Water Treatment Plant (LMWTP).
- Continental and McAllister Wells- we continue to work out bugs and details. We had a pump representative in town to assist with McAllister well's town/booster pump.
- We're working with the rancher to equip Red Gap Ranch wells to satisfy the grazing lease.
- The Valve replacement project at LMWTP is underway within the filtration building. Six large valves are being replaced with surface water production completely shut down for the duration of the project.
- A scope of work to repaint the backwash tower at LMWTP has been sent to procurement. We are hoping to advertise the project soon and get the tower painted this spring or fall.
- Staff have been prepping one of our sludge drying beds ahead of getting new concrete sides sometime in the next couple months.
- A proposal to resume the Sedimentation Basin Rehabilitation Project was now sent to procurement.
- Mitigations to protect our raw water pipeline during a USFS thinning project should be advertised soon.
- We're having communication issues at the raw water pump station. Cold weather impacts communications to control pumps remotely. Future upgrades and a (planned) radio tower should alleviate the problem.

Water Reclamation Plants

- We have three applicants for the supervisor position at RIO WRP. Two are internal candidates.
- The Water Reclamation Bond presentation was on Jan 20 & 27, with the Communication and Engineering Teams providing input.

- Plants are running well. We are still on covid schedule, hoping for it to settle down soon.
- The NAU testing lab tells us Covid is highest in plant influent ever seen.
- Long term planning is the focus of budget this year.

Wildcat Projects

- The Cogen project is at 95% plans
- Odor Control Project is slated for April.
- Primary Effluent Pump Station design is at 95% plans
- Repairs to the Septage facility are ongoing.

Rio Projects

- Anoxic Mixer Replacement Project is in the submittal phase.
- The Odor Control Project is slated for April.
- The second phase of Rio Clarifier Project has gone out to bid, a vendor has been selected and in purchase order routing.

Reclaim Projects

- Control center valve automation will be installed in March 2022
- The reclaim model is in progress; we're making adjustments in the model
- Rio IP Pressure Relief Valve station. We are in discussions with Distribution on developing the project.

Water Resources and Conservation

- Erin is submitting comments on CD's 10-year Housing Plan.
- Water Resources submitted our 5-year drought management plan to Arizona Department of Water Resources in December.
- Water Resources is working on a plan for a Reclaimed Water Retreat for Council.
- We are launching a scope of work (RFQ) for the rate study. We'll dial in the final scope with the chosen consultant.
- We are introducing the rate study to Water Commissioners in January and identifying the policy objectives we wish to address. Staff will receive comment from City Council at a future meeting.
- We are hiring a new technician. Mallory Rakowski is an AZ Hydrological society intern scholar. Her first task will be to help Erin and Ed install monitoring equipment in upper and lower Lake Mary Watershed for LM-Walnut Canyon TAC project.

Water Conservation

- We've received a first draft of the non-revenue water audit. It will be provided to Managers for review.
- New fixtures were installed at Flagstaff Junior Academy over the winter break. We estimate these fixtures will provide a 25% reduction in water consumption, and will track, to see if calculations are correct.
- Conservation is planning for spring, and outreach in April for Water Awareness Month.

ENGINEERING DIVISION
Capital Improvements Section

Monthly Capital Projects Report
March 2022

Honorable Mayor, Vice Mayor and Council,

The March report was completed by our Project Managers on February 25th and includes project updates for the month of February.

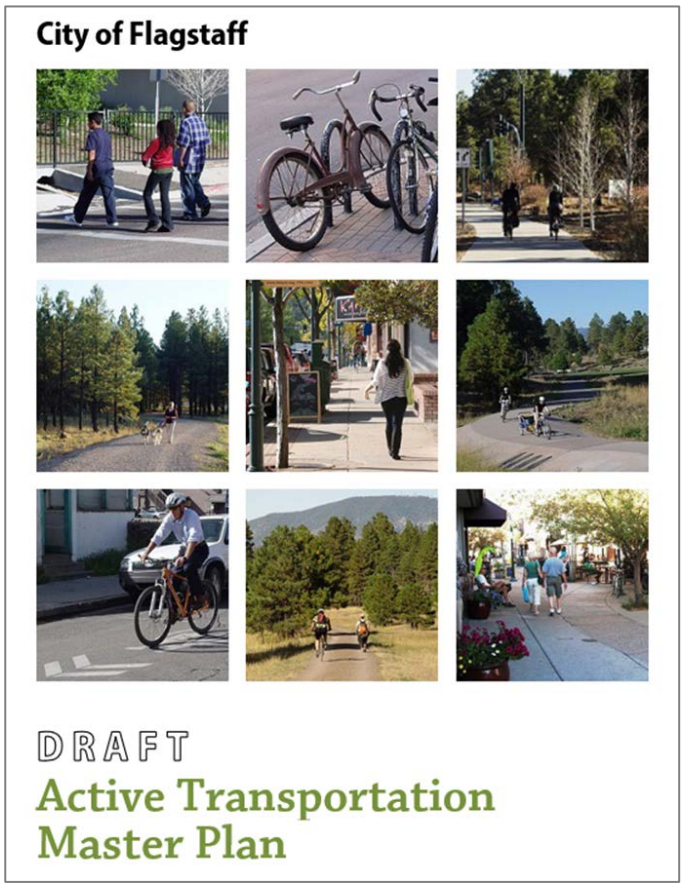
The attached map is a comprehensive view of all active capital improvements projects in our community that are assigned to the Capital Improvements Section of the Engineering Division, inclusive of projects that are in planning, design, and construction phases.

We have tried to reduce the extent of information provided and focused on only those projects that had substantive progress from previous months or have key milestones to share.

If you would like to receive more information on a specific project, please reach out and we'd be glad to share more detailed information.

Active Transportation Master Plan

On September 13, 2021, the City released the draft Active Transportation Master Plan (ATMP) for a 60-day public comment period. The ATMP will serve as a guide to enhancing walking and biking in Flagstaff. The draft document includes detailed information regarding pedestrian and bicycle accommodation and establishes a series of goals, policies, and strategies to support walking and biking.



- The community survey for the ATMP recently closed, with 250 surveys completed. Staff is in the process of compiling results.
- Presentations on the draft ATMP have been made to a variety of City commissions:
  Diversity Awareness Inclusion and Adaptive Living
  Open Spaces Parks and Recreation
  Planning and Zoning Sustainability
  Tourism Transportation
  Housing
- A series of five community open houses were conducted during the 60-day public review period to inform the public, discuss the contents of the plan and provide opportunity for community questions and feedback:
  Wednesday, September 29, 2021 | 6:00 - 7:00 p.m.
  Thursday, October 7, 2021 | 6:30 - 7:30 p.m.
  Saturday, October 16, 2021 | 10:00 a.m. - 12:00 noon @ Bushmaster Park
  Tuesday, October 19, 2021 | 12:00 noon - 1:00 p.m.
  Wednesday, October 27, 2021 | 5:30 - 6:30 p.m.
- Rick Barrett and Martin Ince of the Engineering Division were interviewed by Peter Bruce on KAFF radio on Tuesday, October 5, 2021.
- Staff continues to refine the 20-year program of pedestrian and bicycle projects that will be funded with the pedestrian/bicycle portion of the transportation sales tax and Mountain Line's first/last mile grant. An interactive map of planned sidewalks, bikeway, FUTS trails, enhanced crossings, and grade-separated crossings is available at this link.
- The ATMP will be accompanied by a minor amendment to the Regional Plan to incorporate infrastructure maps from the ATMP and some of its general language. A draft of the minor Regional Plan amendment can be viewed here. The plan amendment was recently reviewed internally as part of the IDS process; substantive comments regarding the amendment will be available soon and will be incorporated into the modification.
- The draft ATMP can be downloaded here. For more information, go to the ATMP webpage.

Woody Way

A citizen petition was submitted to Council for discussion on September 23, 2021 to make Woody Way a one-way street westbound, while still allowing for emergency vehicular access. Staff gave a presentation to Council explaining background of the Woody Way Gate and touched on some of the data that has been, and will be, collected. Since this issue has already been in the hands of the Transportation Commission, Council decided to not allow the FAIR item to move forward and to let the Commission make a recommendation to Council on a decision for the connector roadway.

Project Update:

- Additional traffic calming measures will be installed by Public Works and include raised cross walks where Woody Way intersects Mission Timber and Ax Handle Way, and where Highland Mesa Rd intersects Ax Handle Way. These locations will also have stop bars and double center lines striped. The new striping will be completed in the Spring of 2022 once the weather is warmer. The raised cross walks will be designed and constructed concurrently with the permanent calming measures on University Avenue. Additional traffic calming measures also include installing no parking signs on the north side of Woody Way. Work orders for the striping and no parking sign have already been submitted.

Striping Example: WB Approach of Highland Mesa Rd & Ax Handle Way

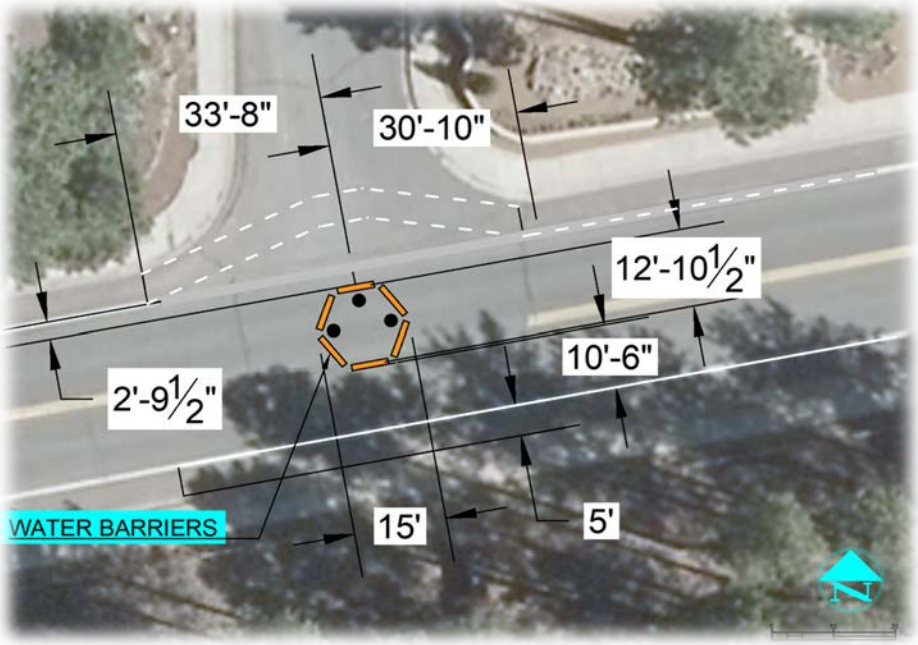
Boulder Pointe – University Avenue Traffic Calming

- Through the removal of the Woody Way gate that once separated the neighborhoods of Presidio and Boulder Pointe, staff discovered that speeds on University are high enough to warrant traffic calming measures. We have presented to the Transportation Commission concepts for traffic calming and invited the public and HOA's for input. The outcome was to install temporary center island medians and a bump out using candlesticks, along with a radar feedback sign at each end of the straightaway on University. Public Works installed the temp traffic control along University in June 2021. Traffic counts have been collected to see if the temp traffic calming measure have worked and the 85th percentile speed has decreased by 2 mph in both locations on University.

Radar Feed Back Sign WB University

Candle Sticks on University

- Transportation Commission reviewed modifications to the University at Tombaugh temporary traffic calming setup at their December 1 meeting. The commission heard public comment and recommended staff move forward with a new design utilizing curb extensions and a neighborhood mini circle. The traffic circle has been drafted in AutoCAD and has been verified to be able to support the turning radius of the largest vehicles using the circle through vehicle tracking. The old traffic calming measures were removed on Thursday February 10, 2022, and the temporary traffic circle was installed on Friday February 11, 2022. This setup will be evaluated with a traffic study once the weather permits in order to determine how it impacts traveling speeds.



Temporary Traffic Circle Striping/Implementation Plan

Eastbound View of the Temporary Traffic Circle

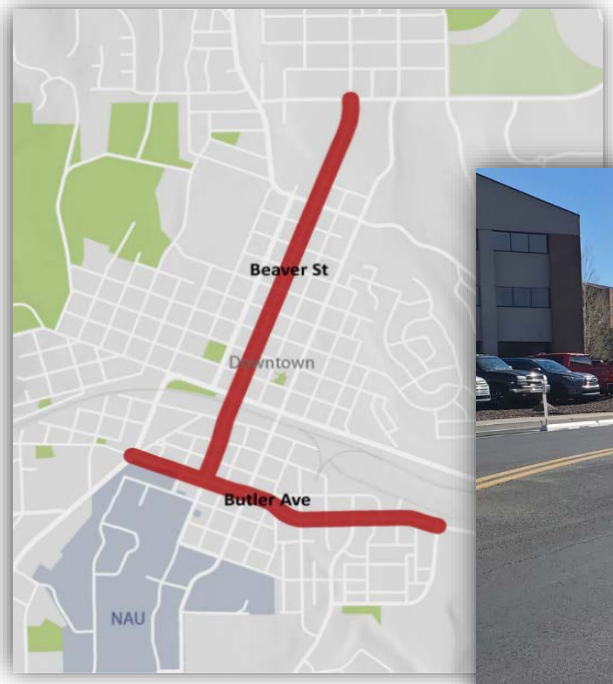
Protected Bike Lane Pilot Projects (Butler Avenue & Beaver Street) (DESIGN & CONSTRUCTION PHASE)

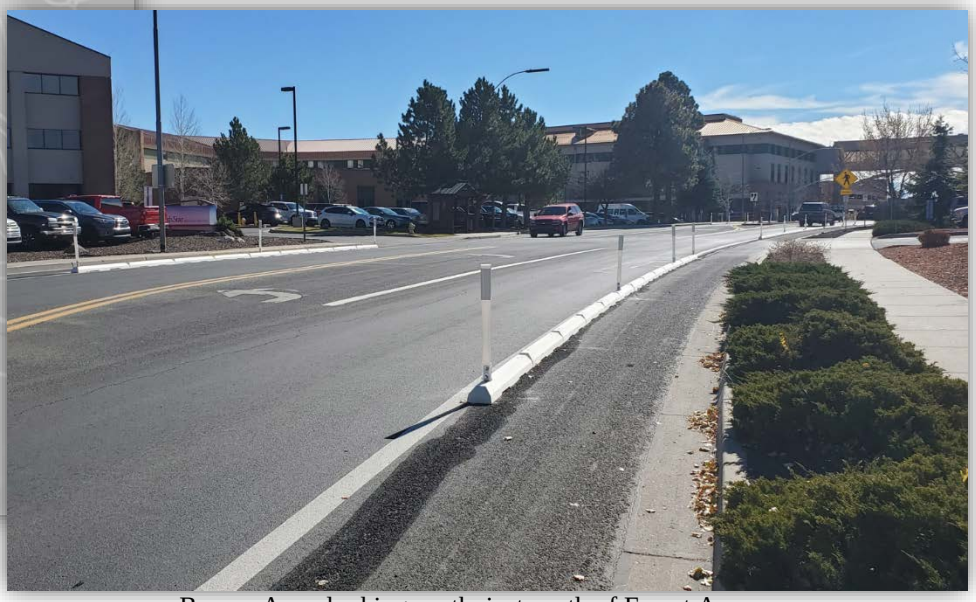
FUND: TRANSPORTATION TAX (BICYCLE AND PEDESTRIAN PROJECTS)

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 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:

- As these are pilot projects, staff is taking the winter and the upcoming Spring months to collect data and observe the functional and maintenance impacts of this new infrastructure in the City's network.





Beaver Ave., looking south, just south of Forest Ave.

Spruce Wash – Cedar to Dortha and Dortha Inlet (Design Phase)

FUND: STORMWATER

Description - Design consists of improvements to the Spruce Wash Channel from Cedar Avenue to south of Dortha Avenue. This work is in response to the damage that occurred during the 2021 monsoon flooding from the Museum Fire burn scar.

- City staff conducted property owner meetings the week of February 14 to discuss the project improvements, acquisition of a drainage easement, and rights of entry to expedite construction.
- Staff provided a monthly update to Council on February 22, which included discussion of clean-up efforts, the feasibility study and modeling, pending projects, the siren system, and communications.
- Engineering plans were routed for City signature on February 25.
- Coordination continues between the contractor and Unisource for utility relocations.
- Museum Flood Engineering and Feasibility team meetings continue every Monday and City staff has initiated monthly meetings with County Supervisor Jeronimo Vasquez.
- While there are utility and property related challenges to this project, construction of these improvements will occur prior to the 2022 monsoon season.

Spruce Wash north of Dortha Avenue

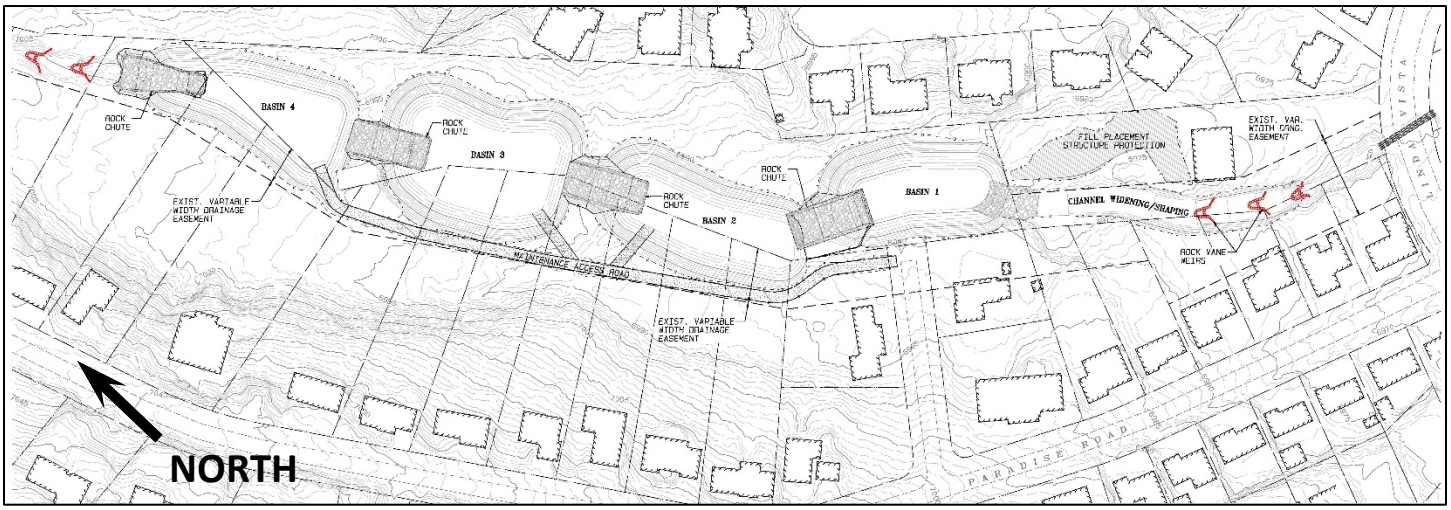
Spruce Wash – looking south at Dortha Avenue

Spruce Wash – Park Basins (Design Phase)

FUND: NRCS GRANT/STORMWATER

Description – This project adds four sediment basins and five rock vein weirs below the recently-completed Spruce Wash Channel Widening Project (northern end of Paradise Road) and upstream of Linda Vista Drive. These basins will be part of a sediment deposition system for flood waters from the Museum Fire burn shed before conveyance to the Sunnyside neighborhood.

- City will acquire property rights to support the County Flood Control District (CFCD) project management and is working on property classifications and evaluating drainage easements within the project extent.
- National Resource Conservation Services (NRCS) grant is not able to fund property acquisition so City Stormwater funding will be used for this purpose.
- City will keep the park designation for the city parcel and is considering development of a trailhead for Forest Service access that respects the Beal Wagon Road historical alignment in the area.
- Natural Channel Design (NCD) will be completing the project design. Currently plans are at 15-percent.
- CFCD received funding of $3.5M for work out of the city and includes the Park Basins. The timeframe is 220 days.
- Property acquisition had begun, beginning with discussions with property owners regarding design of the basins.



Project Extent from 30% Plans. Paradise Road is on the Bottom; Linda Vista Drive is on the Right.

La Plaza Vieja Traffic Calming (CONSTRUCTION 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.
Contractor - Kinney Construction Services

Project Update:

- Concrete curb/gutter, sidewalk, and sidewalk ramps are complete on the south side of Kingman/Clay.
- The catch basin and storm drain improvements are complete across Clay.
- The fire hydrant assembly replacement on the north side of the Kingman/Clay intersection is complete.
- Concrete curb/gutter, sidewalk, and sidewalk ramps on the north side of the Kingman/Clay intersection installations were completed the week of 2/14/2022.
- A Winter Shutdown was issued effective 12/17/2021 and is still in effect, which KCS is choosing to continue to work through.
- The week of 2/28 weather and conditions are anticipated to allow for the permanent asphalt removal and replacements.
- Kingman St. from Tombstone Ave. to Clay Ave. is closed to through traffic. The north half of Clay Ave. is closed to all traffic between Globe St. and Malpais Ln. and the south half is a eastbound one-way travel lane that allows traffic past the construction and pick up and drop off for the Haven Montessori School. Detour routes are posted for west bound Clay Ave. closure starting at Malpais Ln. and the traveling public is encouraged to seek an alternate route.

Kingman/Clay intersection looking east at final sections of concrete being prepared for replacement.

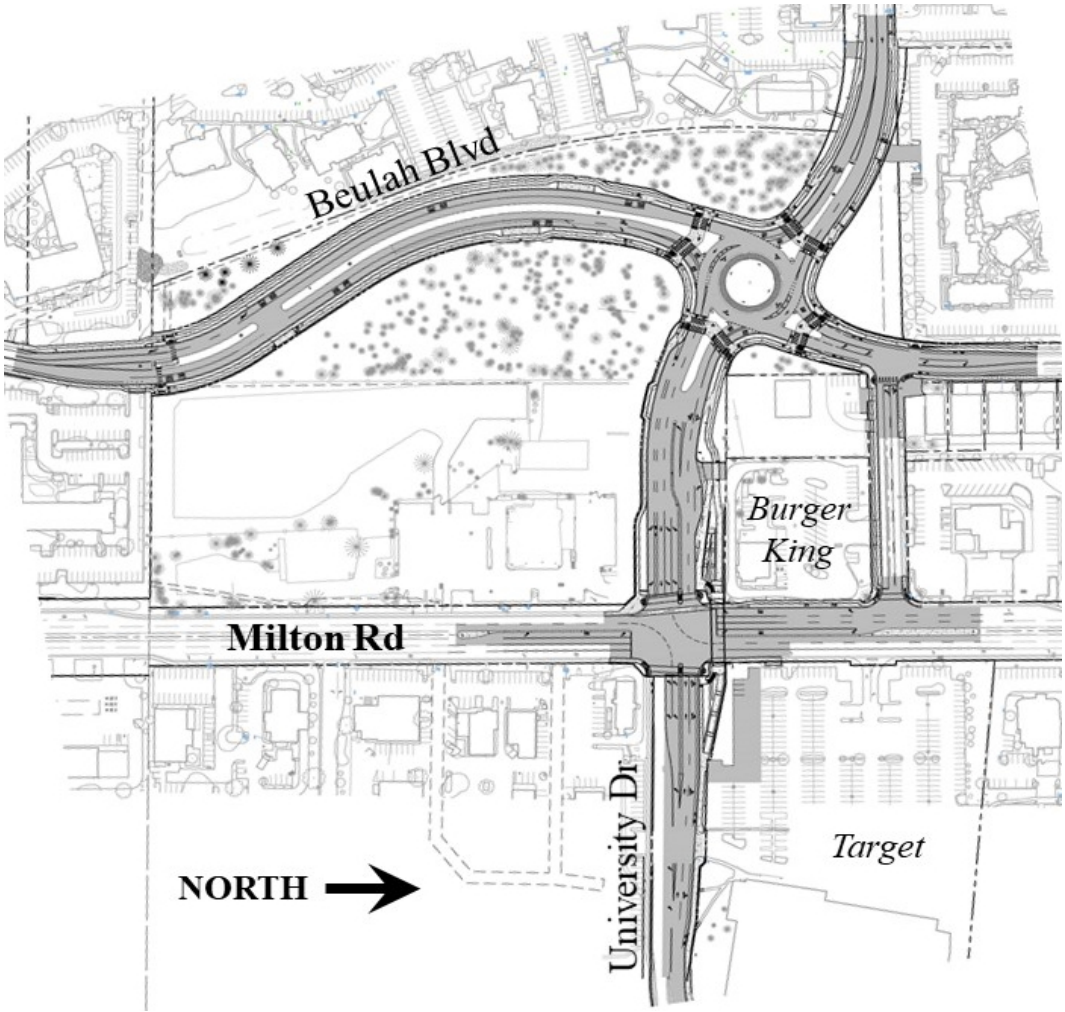
Beulah Boulevard Extension/University Drive Realignment (DESIGN PHASE)

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 the design engineer.
- Eagle Mountain Construction (EMC) is the CMAR contractor.
- 90% design plans are being reviewed by project stakeholders. The review will likely take approximately 4-6 weeks and comments should be fully integrated by mid-March.
- Design work will continue to Final 1s (95%) and Final 2s (100%), which are the construction-ready documents. Final 2s should be completed by late May.
- Construction will be two phases over two construction seasons; starting in June/July 2022 concluding in July 2024.



Extent map of new Beulah and University Roadway Project – taken from 90% plans.

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:

Crescent Drive and Meade Lane

- Sewer installations and temporary roadway trench patches are complete.
- Water main installations and temporarily patching roadway water trenches are complete, with testing and public and private connections remaining.
- Water service installations were completed the week of 2/7/2022 and temporarily patching roadway water service trenches will continue as weather allows.
- Water main and service installations and temporary roadway trench patches are complete on Meade, with testing and public and private connections remaining.
- Crescent is closed to through traffic from Meade to the Talkington/Louise intersection, with detours posted around the closure for non-residential traffic.

Navajo Drive and Elizabeth Road

- Sewer installations and temporary roadway trench patches are complete.
- Water main and service installations were completed the week of 2/14/2022.
- Navajo is closed to through traffic.

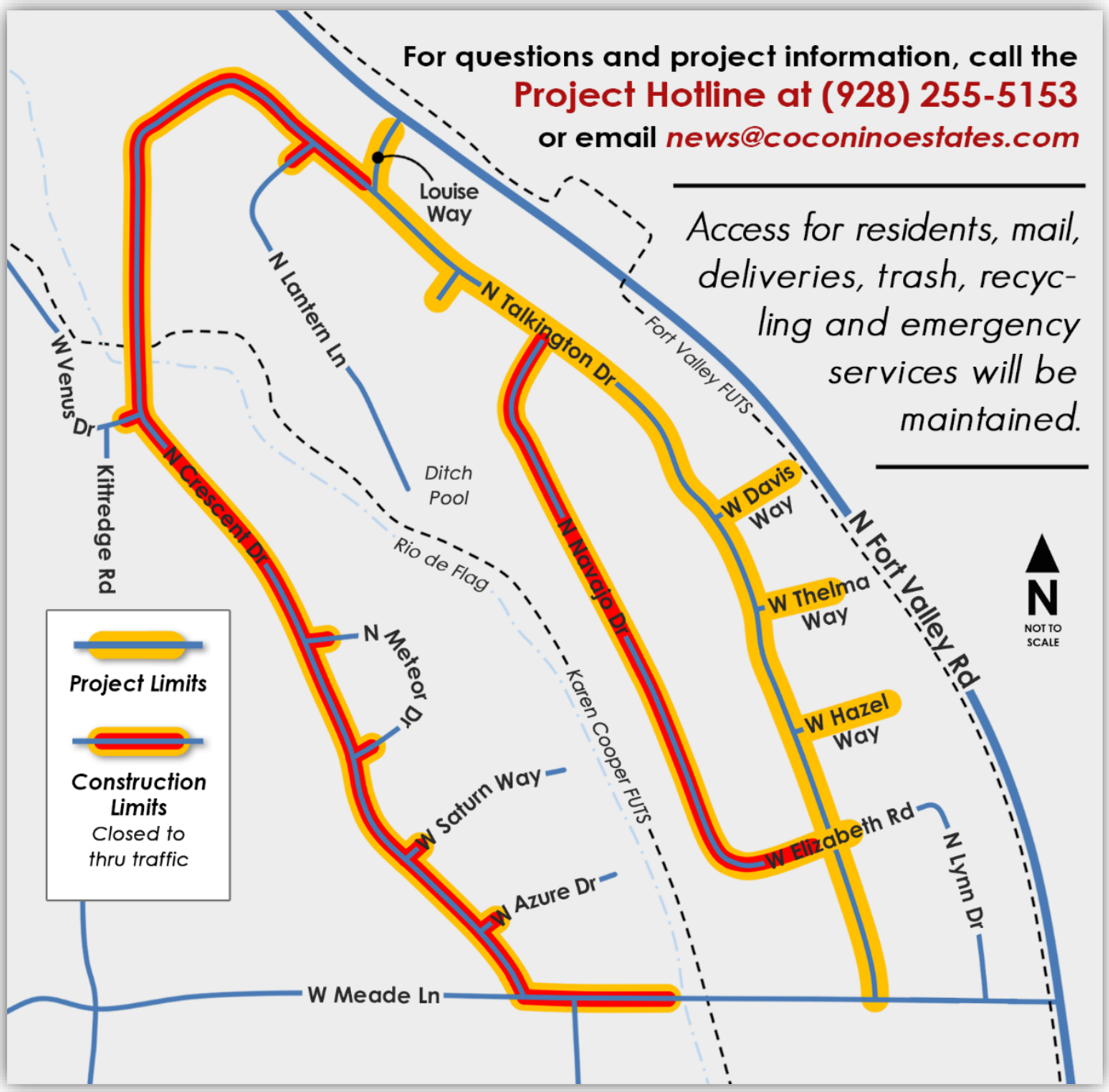
Talkington Drive and Side Streets

- the week of 3/7/2022 sewer installations are anticipated to begin at the Meade intersection working north.
- Talkington Drive is anticipated to be closed to through traffic the week of 3/7/2022.

Navajo Dr. at Elizabeth Dr., looking north at final water service installations.

Crescent Dr. at Talkington corner, looking northwest at new water main construction.

.



Coconino Estates Improvements Phase II Project Map

West Flag Improvements - David & Hutcheson (CONSTRUCTION PHASE)

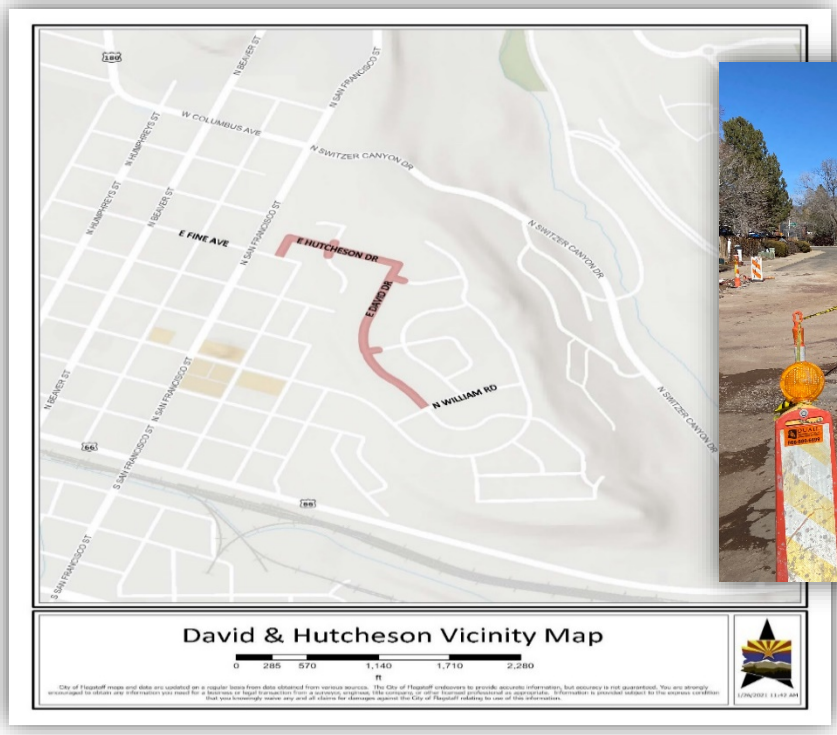
FUND: ROAD REPAIR & STREET SAFETY

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). 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.
- Storm drain improvements on David are complete.
- David roadway paving is complete up to William to 332 David, 40% of the Project, with the remaining roadway prep and paving work on pause until weather and conditions allow for this work to resume.
- Concrete curb, driveway, and sidewalk installations are complete on David.
- Hutcheson gas main service installations by Unisource are complete.
- Water and sewer main and service installations are complete on Hutcheson, with the final testing and water connections completed the week of 2/14/2022.
- Concrete curb, driveway, and sidewalk installations continues on Hutcheson working west from David.
- A Winter Shutdown was issued effective 12/17/2021, which MHE is choosing to continue work through.
- David and Hutcheson will be closed to thru traffic from William to Fine, with detours posted.



Hutcheson and Apollo, looking north at the new Hutcheson water main connection to the existing Apollo water main.

West Flag Improvements - Canyon Terrace (CONSTRUCTION PHASE)

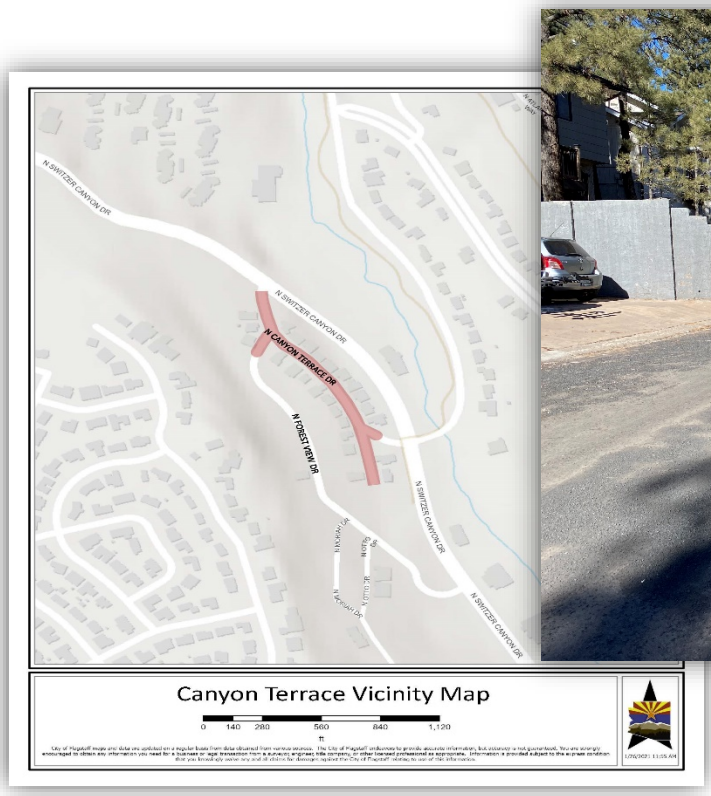
FUND: ROAD REPAIR & STREET SAFETY

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:

- Water and sewer main and service installations are complete.
- Roadway paving is complete.
- Concrete driveway, curb, and valley gutter replacements are complete.
- Manhole and water valve adjustments within the roadway are complete
- A preliminary punch list walkthrough occurred on 2/14/2022.
- Landscape restorations and few remaining items of work will be completed as soon as weather and conditions allow and are anticipated to be completed no later than early this spring.
- A Winter Shutdown was issued effective 12/17/2021, which MHE is choosing to continue work through.
- Work zones will vary during this final remaining work.



Canyon Terrace Dr, looking north at paved roadway and adjusted manholes and water valves

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 been started with the 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)

- Utility, roadway, and landscape restorations are complete.
- Navajo Road is open to all traffic.

Navajo Drive south of Beal (Construction Zone #2)

- Utility, roadway, and landscape restorations are complete.
- Navajo Drive south of Beal is open to all traffic.

Beal Road (Construction Zone #3)

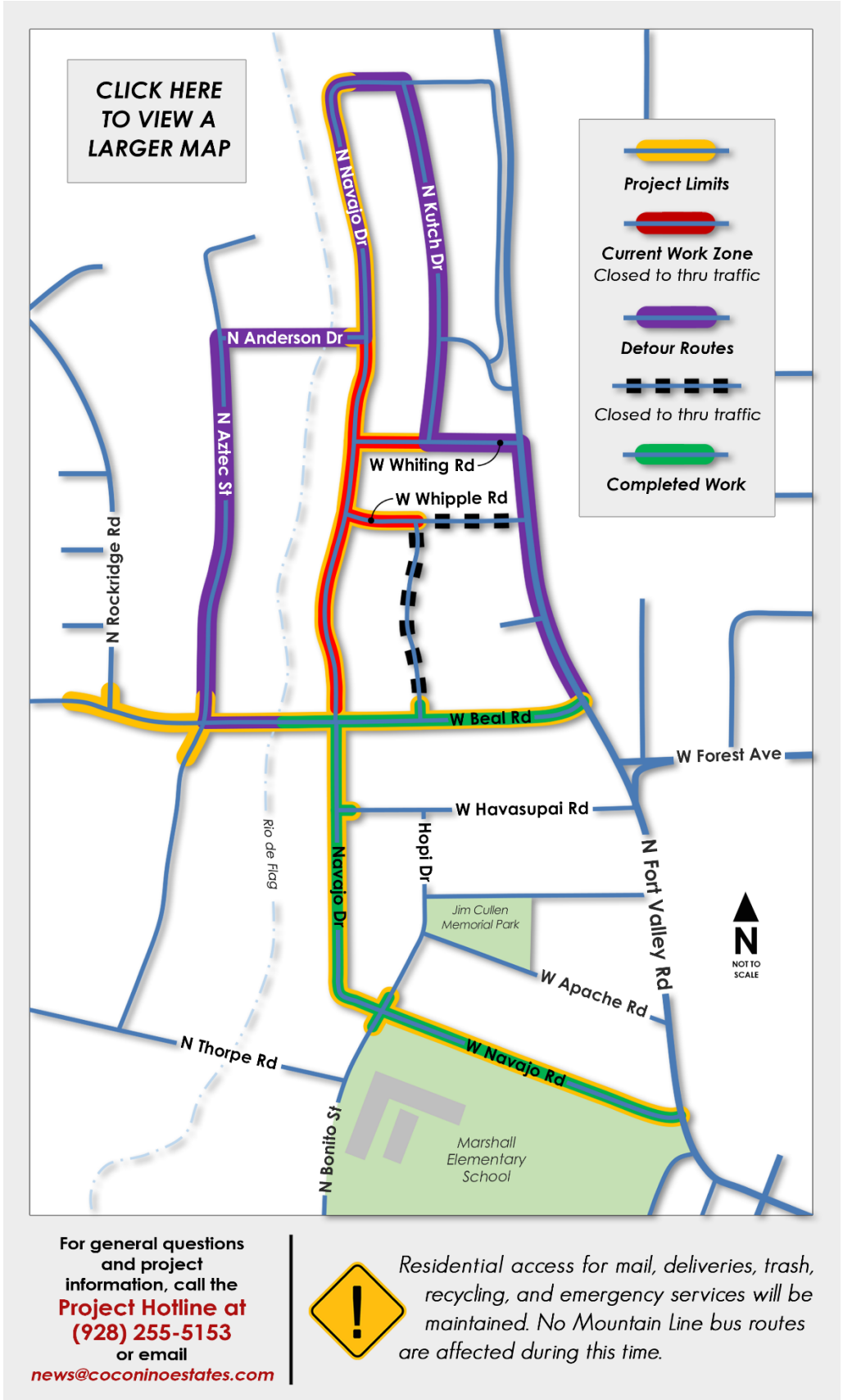
- Utility and roadway improvements are complete as well as landscape restorations, except for the sod replacements at 510 Beal that will occur this spring.
- Minor striping improvements will be corrected at a later date when temperatures allow.
- Construction activities on Beal, west of the Rio de Flag, will pause for the winter and resume this spring.
- Beal is open to all traffic.

Navajo Drive north of Beal (Construction Zone #3)

- Water main and service installations, testing, and connections are complete from Beal to Whiting and on Whipple from Navajo to McMillian.
- Ware main and service installations were complete from Whiting to Anderson the week of 2/14/2022, with testing and connections remaining.
- Sewer main and service installations are complete up to Whiting and will continue north.
- Navajo from Beal to Anderson is closed to thru traffic, with detours posted around the closure.
- Whiting from Navajo to Kutch is closed to thru traffic, with detours posted around the closure.
- Whipple from Navajo to 180 is closed to thru traffic, with detours posted around the closure.
- McMillian from Beal to Whipple is closed to thru traffic, with detours posted around the closure.

Navajo Dr. south of Anderson Dr., looking north at the water main and service installations.

Navajo Dr. at Whiting Rd., looking north the sewer main installations.

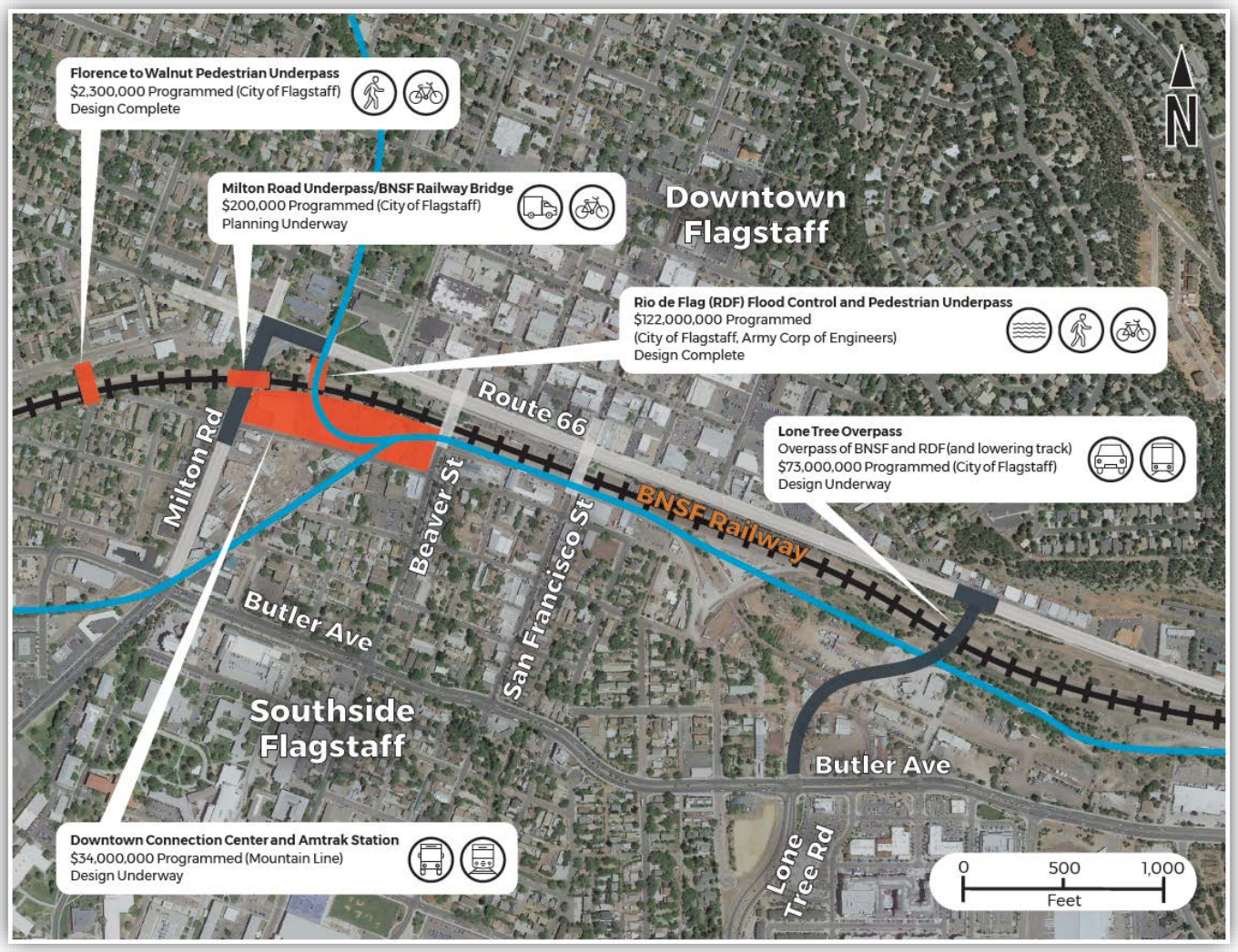


Project Map with current road closures and detours.

Flagstaff Downtown Mile Project (PLANNING AND DESIGN PHASE)
FUND: TRANSPORTATION, STORMWATER, AGING INFRASTRUCTURE, BNSF RAILWAY, METROPLAN, GRANTS

Description - The Downtown Mile Project consists of a group of City and local agency projects located in Downtown Flagstaff and surrounding the BNSF Railway corridor. They include:

- The Rio de Flag Flood Control Project
- The Rio de Flag Pedestrian Tunnel
- The Lone Tree Overpass
- The Florence to Walnut Pedestrian Underpass
- The Mountain Line Downtown Connection Center (DCC)
- The Milton Bridge Reconstruction



The city has partnered with ADOT, BNSF Railway, Mountain Line, Amtrak, and the Army Corps of Engineers for the overall Downtown Mile Project in order to coordinate existing funding, plan construction efficiencies surrounding the BNSF corridor, investigate multimodal connectivity, and to seek grant funding for unfunded BNSF mitigation measures to deliver these projects for the Flagstaff community.

The City applied for a USDOT RAISE Planning Grant in July 2021 to fund these planning activities and we received notice in early November that we were not successful. In lieu of the grant, supplemental funding from the City of Flagstaff, MetroPlan, and BNSF has been dedicated to continue the planning and design effort.

Project Update:

- The Request for Statements of Qualification draft was completed for planning and design of the Downtown Mile associated projects master plan and is under review with Procurement staff. Advertisement is anticipated for March.
- Staff coordinated development of the IGA with MetroPlan to execute receipt of a $490,000 funding contribution that was approved for the project planning and design effort.
- City and BNSF staff worked on planning the Construction and Maintenance Agreement documents required for the project components, with Phase I of the Rio de Flag being priority.

The current updates for the projects included in the Downtown Mile are as follows:

Rio de Flag Flood Control Project (Design Phase)

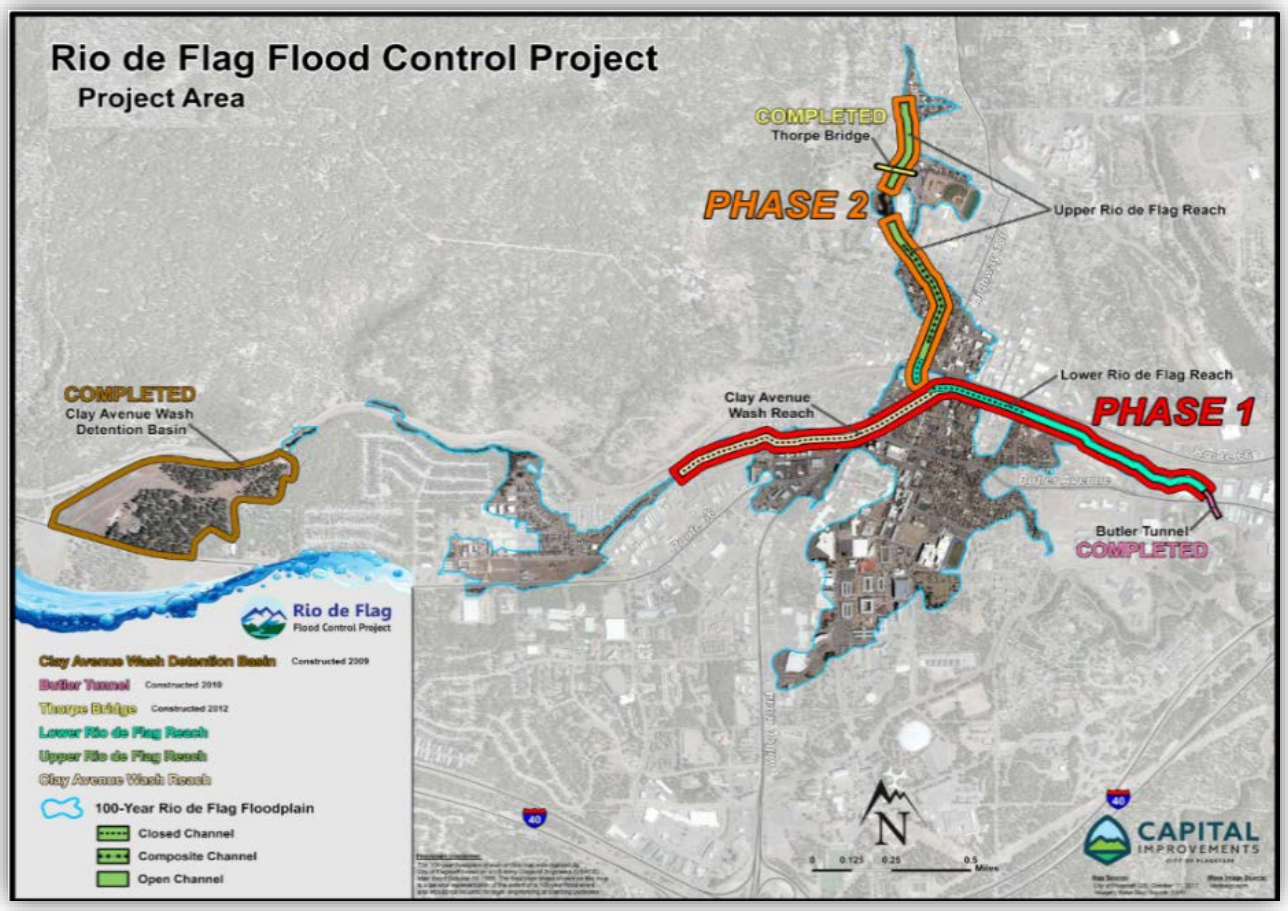
FUND: STORMWATER & AGING INFRASTRUCTURE

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.
- Staff and BNSF continued coordination of the draft Construction and Maintenance Agreement.



Rio de Flag Pedestrian Tunnel (Design Phase)

FUND: STORMWATER & AGING INFRASTRUCTURE

Description - The Rio de Flag Pedestrian Tunnel will be constructed along with the flood control channel improvements under the BNSF corridor. The undercrossing will also be constructed under the ADOT Route 66 corridor. This will be a FUTS facility which will link north downtown and City Hall with the Southside neighborhood and the future Mountain Line DCC. Project progress will be reported in the Rio de Flag Flood Control Project item above.

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 also include improvements from Butler south to Sawmill Road, which will be funded by Proposition 419. 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.
- City Beautification staff presented an on-line survey to the public for soliciting ideas on the aesthetics and public art components of the project.

- A Request for Quotes was advertised for a solicitation of artists that were interested in providing beautification and public art services for the project.
- On February 9, the Mayor, Council members, and staff held a field meeting at the Butler and Lone Tree intersection to discuss the intersection improvements, traffic, and bicycle and pedestrian safety.
- The project team finalized Contract Amendment #2 to Ames Construction, which will cover substantial design completion over the next year. This amendment will be presented to Council for consideration on March 1.
- The project team held a meeting with ADOT on February 11 to discuss the intersection of Butler and Lone Tree, impacts to the Route 66 corridor, and the approach to developing a revised Traffic Impact Analysis that proposes a five-lane per leg intersection at Butler. Staff will return to Council during a work session to present refinement of the preferred intersection alternatives.

Florence to Walnut Pedestrian Tunnel (Design Phase)

FUND: TRANSPORTATION

Description - Design consists of a FUTS undercrossing of the BNSF corridor that will link Walnut Street and Florence Street in the La Plaza Vieja neighborhood. This project is in the approved La Plaza Vieja Neighborhood Specific Plan and is designed and funded. Upon investigation of the final rail relocation, the design will most likely need to be modified.

Milton Bridge Reconstruction (Planning Phase)

FUND: STORMWATER, AGING INFRASTRUCTURE, AND TRANSPORTATION

Description - The City is currently investigating reconstruction of the existing Milton Bridge structure to accommodate a third mainline track for BNSF and to provide a standard bridge clearance. The current clearance is 13'9" and the standard height is 16'6". The realignment and reconstruction will allow the City to construct the structures for both the Florence to Walnut pedestrian undercrossing and the Rio de Flag flood way and pedestrian tunnel while minimizing operational impacts and construction risk to the BNSF mainline. A minimum of two active tracks are required to be maintained for BNSF operations.

Project Update:

- Phase II of the concept engineering study was completed and presented to ADOT and BNSF staff on February 18. Discussion points included railroad horizontal and vertical realignment, Milton Road reconstruction, Bridge reconstruction, Milton/Sitgreaves/Santa Fe intersection alignment, phasing, and cost.

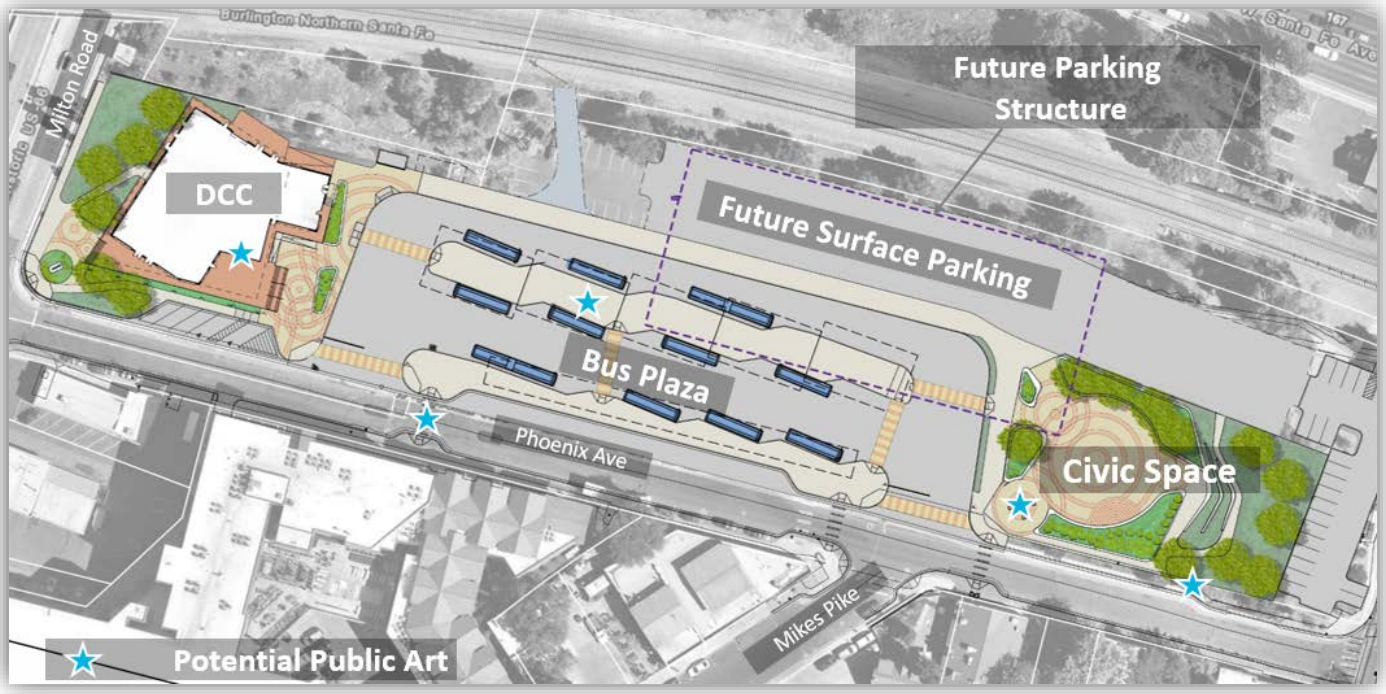
Mountain Line Downtown Connection Center (Design Phase)

FUND: GRANT

Description - The Downtown Connection Center is included in the Downtown Mile project report due to the City's partnership with Mountain Line for developing the site and the opportunity to plan the facility with multimodal connections with the rest of the Downtown Mile projects. There are also current discussions for future co-location of the Amtrak Station.

Project Update:

- The City is facilitating coordination of the DCC site improvements with the future Rio de Flag construction.
- On December 7, City staff and Mountain Line presented the Parking Demand Study for the site to City Council, which was approved.
- The DCC received CUP approval from the Planning & Zoning Commission on December 8.
- Mountain Line continues its effort to the NEPA work as required by the Federal Transit Authority.
- Staff has begun to prepare an IGA that will be negotiated with Mountain Line following the completion of the NEPA. Mountain Line hopes to have the IGA before the City Council in May 2022 for approval.
- Mountain Line plans to begin construction of its building in Phase I this Summer (2022).


Burlington Northern Santa Fe
Milton Road
Future Parking Structure
DCC
Future Surface Parking
Bus Plaza
Phoenix Ave
Civic Space
Mikes Pike
Potential Public Art

East Route 66 and El Paso Flagstaff Waterline Extension (CONSTRUCTION PHASE)

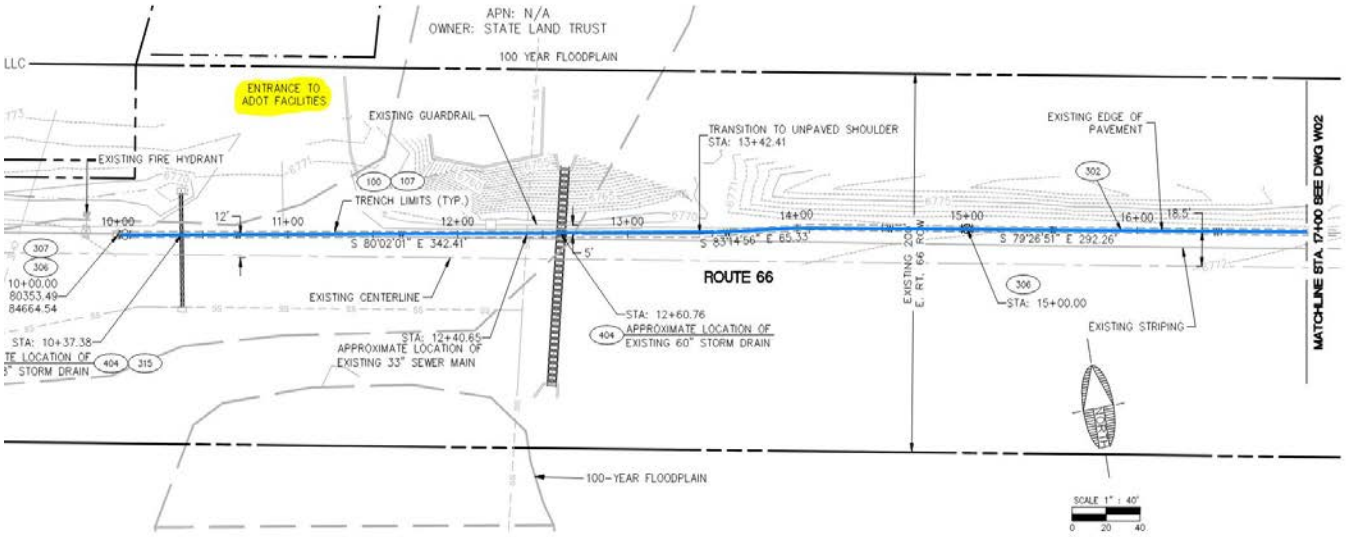
FUND: AGING INFRASTRUCTURE

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.

Contractor - Scholz Contracting, LLC

Project Update:

- A Notice to Proceed has been issued for March 14th, 2022. Tentative project completion is for September 2022.



Approved Civil Plans, 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.

Contractor - Sellers and Sons, Inc.

Project Update:

- Crews continue to work through punch list items provided by Staff. A winter shutdown was issued for remaining asphalt work.

Huntington Waterline Replacement, looking east at final grading and stabilization of the easement

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:

- Phoenix Avenue re-opened Monday, February 21st.
- A Certificate of Substantial Completion has been issued. The Contractor and Staff will work through punch list items over the next couple of weeks.

Phoenix Avenue

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:

- The project team continues work on project phasing details and maintaining access to the Library throughout construction.
- The project is incorporating IT Fiber conduits to support the Broadband Master Plan and future connections.
- An ADA specialist third party reviewer has reviewed the plans for ADA compliance.
- The lighting permit application has been approved.
- The construction plans have been approved.
- The project will be advertised to the City job order contracting (JOC) contractors on February 25th with a targeted notice to proceed in early April.

Library Entrance Project-Rendering of selected concept plan

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 the 60% plan submittal.
- Project team is in discussions regarding allowable closures and maintenance of traffic options.
- The project team is working through the 60% design comment resolution process.
- The team is currently reviewing impacts to surrounding properties and working to mitigate impacts.
- An IGA amendment is being prepared to incorporate additonal design scope and adding additional City involvment in project inspections during the construction phase.

Selected Design Alternative- Lockett-Cedar-Fourth Intersection

Capital Improvements Projects

Pre-Construction

Under Construction

March 2022

No.	Project 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	Lockett/Fourth Roundabout
10	Lone Tree Overpass Project
11	Library Entrance
12	East Route 66 and El Paso Flagstaff Waterline Extension
13	Huntington Waterline Replacement
14	Switzer Canyon Transmission Main Phase IV & V
15	Phoenix Avenue Bridge and Waterline Replacement
16	Rio de Flag Flood Control Project
17	Steves Boulevard Wash at Soliere
18	Wildcat Hill Wastewater Treatment Plant (WHWTP) Digester Complex
19	Protected Bike Lane Pilot Projects (Butler Ave & Beaver St)
20	Museum Fire Flood Mitigation/Division D
21	Spruce Wash - Cedar to Dortha & Dortha Inlet
22	Park Basins
23	Downtown Mile
24	Woody Way
25	Woodland Drive Speed Concern
26	Boulder Pointe - University Avenue Traffic Calming
	ATMP (Citywide) See website: www.flagstaff.az.gov/atmp

N

0 1 2 Miles

CAPITAL IMPROVEMENTS
CITY OF FLAGSTAFF

Sustainability Section

Month in Review: February 2022

HOT TOPICS:

- Summer White recently joined our team full-time as our new Waste Reduction & Food Systems Coordinator with the Sustainability Office.
    - Summer has lived in Flagstaff for over seven years and has developed a strong dedication to our community through her undergraduate career in the Environmental Studies program at NAU, four years as an urban farmer, a year of service in our office through the AmeriCorps VISTA program, and a member of the Flagstaff Foodlink board.
    - In her new role, Summer supports will focus on helping to reduce consumption and waste through increased education around existing recycling services and several composting pilot programs. Additionally, Summer manages the Community Garden Program, Urban Farm Initiative, and backyard animal keeping outreach which aim to promote increased access to locally produced foods. Outside of work, catch Summer at the skatepark on her roller skates, hitting the trails on her mountain bike, or walking her basset hound Sophie!

- Sustainability is hosting a 9-week Flagstaff Sustainability Leaders training program that educates and equips participants to be advocates for climate action in the Flagstaff community.
    - This will take place over the course of nine weeks, every Wednesday from April 6th to June 1st from 5:30 pm – 8:30 pm at the Sustainability Office.
    - Course Topics include Perspectives on Sustainable Communities; Climate Change 101; Communicating on Climate; Climate Justice- Equity, Vulnerability, and Collective Action; Waste Minimization and Behavior Change; Food Systems and Consumption; Water, Energy, and Structural Change; Transportation; Land Conservation and Fire Ecology; and Volunteer Opportunities.
    - Class capacity will be limited to 20 participants. Applications are open from Tuesday, March 1st until Tuesday, March 15th. Apply online at https://www.flgsustainabilityleader.org/

CLIMATE ACTION:

- Sustainability staff presented the Residential Sustainable Building Incentive to Council on February 15th and will return on Tuesday, March 1st for the second read and potential adoption.
- Staff presented to the Bond Committee on proposed climate action projects on February 24th and will return on Thursday, March 3rd for further discussion.
- Staff applied to NAU's Center for Service and Volunteerism for three VISTA positions, on electrification workforce development, FUSD climate action, and community resilience.
- In our continued commitment to NAU's Climate Science and Solutions graduate certificate program, staff participated in a Mock Interview session with program students to offer an insight into municipal climate action jobs
- Staff continues to support the Innovate Waste and Carbon Neutrality Challenge, and this month delivered two pop-up workshops on "The Emerging Business Opportunity of Carbon Dioxide Removal." There were 14 attendees total at these workshops.
- Sustainability staff presented to the student Environmental Coalition at Flagstaff Arts and Leadership Academy to provide information on the Flagstaff Youth Climate Advisory Group, offer ideas on climate action in schools, and hear from the coalition what project they were currently working on.

COMMUNITY STEWARDS/LITTER PREVENTION:

- The Sustainability Office launched a new grant opportunity, the Engage, Empower, Elevate Grant. This effort is in response to a twofold challenge in Flagstaff: the record high number of unsheltered community members and keeping Flagstaff litter free is an ongoing challenge. The grant will award an organization with up to $30,000 for a project that provides employment opportunities to persons experiencing homelessness, or are at risk of homelessness, to abate litter in our community.
    - If you know of organizations who may be interested in applying for this grant, please share this information. Applications for are open through Friday, March 11th. All information including the guidelines and application link can be found on the Engage, Empower, Elevate webpage.
- Sustainability and the Friends of the Rio de Flag applied jointly to NAU's Center for Service and Volunteerism for a Rio Stewardship Coordinator AmeriCorps position. The VISTA position would work to engage and educate community members and students on the importance of the City of Flagstaff's watershed and to encourage the care of these environmental areas.

- February Litter Cleanup Data:

Date	# of Volunteers	Total Hours	Bags of Trash	Bags of Recycling
2/5	30	90	10	0
2/5	8	12	6	5
2/5	5	5	5	0
2/12	1	1	1	1
2/14	2	4	2	0
2/19	1	1	1	1
2/19	40	80	10	10
2/19	16	32	4	0
2/19	5	15	5	0
2/19	14	28	5	0
2/19	4	8	4	0
2/19	5	10	9	6
2/19	1	3	2	0
Totals	132	289	64	23

ENERGY:

- One virtual Home Energy Efficiency workshop was held on Feb 24th and had four attendees.
- EV Charging Updates:
    - Airport: Due to Supply Chain issues, the Service Entry is currently unavailable. Staff met with APS to coordinate a plan to move forward with some of the civil elements that can be advanced in March, and an update will be provided on the whole project completion timeline as more information on the Service Entry becomes available.

FOOD SYSTEMS:

- The community garden registration process has shifted to being managed internally by the Food and Waste Team to allow for our community partner Terra BIRDS to take the lead on education outreach opportunities at the garden.
    - Online applications will open to the public on March 1st with versions in both English and Spanish.
    - We are partnering with an NAU capstone group to table on campus and recruit volunteers for our planned weekly volunteer days at the garden. Volunteer days are set to begin in May on Thursday afternoons between 4:30-6:30pm.

MATERIALS MANAGEMENT:

- The current Residential Food Scraps Drop-off station at the Flagstaff CSA Store has become very popular with collection of compostable items so we are increasing pick-up from twice monthly to weekly. Since the launch of this program in October we have diverted over 4,000 pounds of food waste from the landfill.

SUSTAINABILITY COMMISSION:

- In the meeting on February 24th, the Sustainability Commission heard a presentation from MetroPlan, reelected Chair McCain and Vice Chair White to serve in their respective positions for another year, voted to approve the working group's edits to the Neighborhood Sustainability Grant, called together a working group to plan an event for future Neighborhood Sustainability Grantees, and received part one of three of their Climate Ambassador Training.
- Next meeting: Thursday, March 24th, 2022, 4:30pm-6:30pm

UPCOMING SUSTAINABILITY COMMUNITY EVENTS:

- The City of Flagstaff Sustainability Office is hosting a Fix-it Clinic on Saturday, March 26th from 10:00 am – 2:00 pm. The event will be held at the Joe C. Montoya Community & Senior Center, located at 245 N. Thorpe Rd, Flagstaff, AZ 86001.
    - Volunteers will be fixing small household appliances, clothing, electronics, jewelry, bicycles and more. Appointments for fixes will be given priority, walk-ins are welcome. Please note that masks are required of all attendees.
- The next Home Energy Efficiency (HEE) workshop will be held on March 8th from 6:00 pm to 7:00 pm, location TBD.
    - More info can be found at http://www.flagstaff.az.gov/hee

SOCIAL MEDIA

- Our top post on both Facebook and Instagram was a post about the Backyard Livestock Keeping Permit.

INFORMATION TECHNOLOGY
CITY OF FLAGSTAFF

MONTHLY REPORT

February 2022

"Our purpose is to provide you the secure tools to make your job easier tomorrow than it was today."

Division of IT Mission

Tip of the Month

Are you someone who regularly has back-to-back meetings all day long?

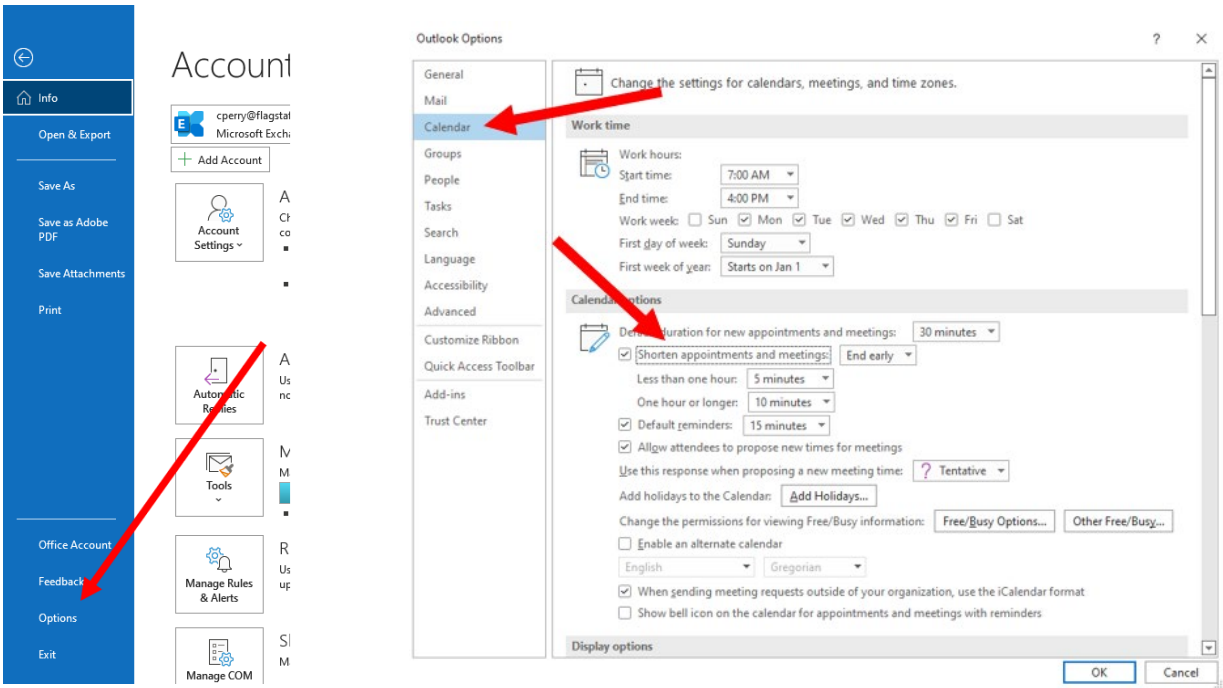
There is a setting in Outlook that will automatically add a small buffer in your meeting times. For 30 minute meetings, it will schedule them as 25 minute meetings (5 minute buffer). For a 1 hour meeting, it will schedule them as a 50 minute meeting (10 minute buffer). This is helpful to allow for short breaks between meetings. Breaks allow us to use the restroom, grab a snack, take a short walk, etc. They are also good for your mental health overall.

Be a good coworker… give your colleagues a bit of a meeting buffer. 😊

To enable this feature *(screenshots next page)*:

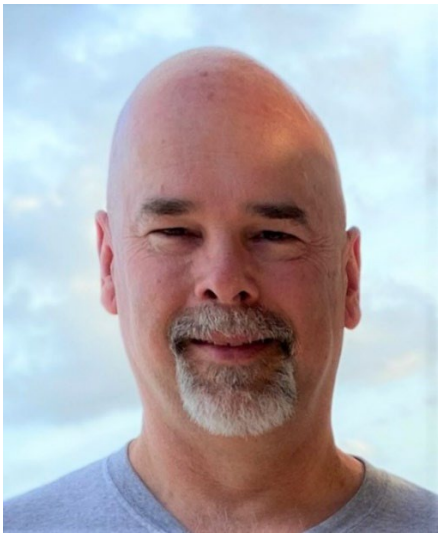
- Open Outlook
- Click File (Top left of Outlook)
- Click Options on new screen (Bottom Left – see first screenshot below)
- Click Calendar tab on new window (Top Left – see second screenshot below)
- Click checkbox for “Shorten appointments and meetings” (Middle – see second screenshot below)

You can add different buffers for different meeting lengths.



Staff Spotlight

Bill Ragan – Network Administrator



What does Bill do?
Bill is responsible to make sure all of your computers, laptops, and smartphones can connect to each other and the Internet.

How did Bill make your job easier this month?
Bill was able to quickly create a new network connection at the LEAF for the PD IT Support project. This will make our transition easier and make IT staff more efficient during the transition.

What project is Bill working on now?
An overhaul of our wireless network to make connecting to wireless faster and seamless.

Get to know Bill.
"I've been with the City almost 10 years. I worked previously at Coconino County for just under 10 years in a similar role, so this November will be 20 years in ASRS. I previously worked as a copier technician and a radio DJ. I have three children and six grandchildren. (yeah, I'm that old!)

My hobbies are finding interesting off-road trails in my Jeep, and competitive pistol shooting. I've traveled to several states for both activities." -Bill Ragan

Major Project Updates

Fiber

$10 million ACA grants

We are currently waiting on grant responses from the Arizona Commerce Authority. There are grant opportunities of up to $10 million per project. The City provided letters of support for multiple projects. Upon successful award, there may be opportunities for direct public/private partnerships to help grow the fiber footprint within the City of Flagstaff.

New fiber running through Flagstaff

The Governor's office recently announced a $68.1 million fiber expansion from Flagstaff to the California border along I-40. This will bring additional fiber through Flagstaff. Along with the ADOT fiber from Phoenix to Flagstaff along I-17, the APS fiber in a loop down to Phoenix, and potential private sector fiber from Denver/Salt Lake City down to Phoenix through Flagstaff, we will be positioned to have access to multiple fiber bundles in multiple directions.

Major Project Updates

Police Department IT Support

Email Migration

The Police Department is fully migrated on to the City's email system. Aside from a few minor issues, the transition has been a major success.

You can now email all PD employees with an @flagstaffaz.gov email address instead of an @coconino.az.gov email address. You can also see their Calendar status and look them up in the Outlook Address Book.

Officer laptop support

The City IT Division is beginning the transition of Police MDC support from the Sheriff. We are working closely with the Sheriff's Office on handling issues and hope to have support transitioned by the end of March.

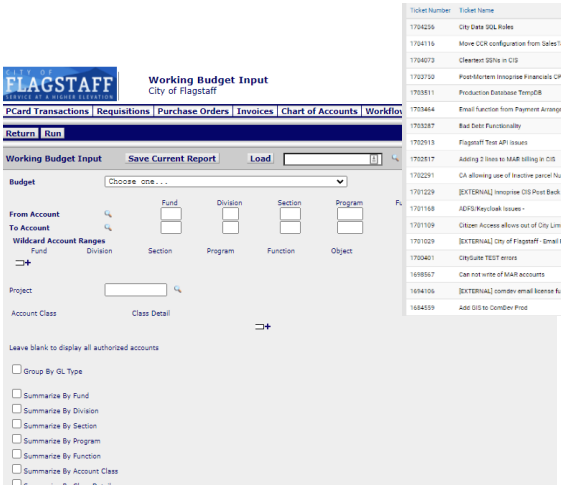
Intergovernmental Agreement

Work continues between the City of Flagstaff, Coconino County and NAU to fine-tune the roles and responsibilities of ongoing support of public safety Dispatch and Records technology.

Problems Under Review

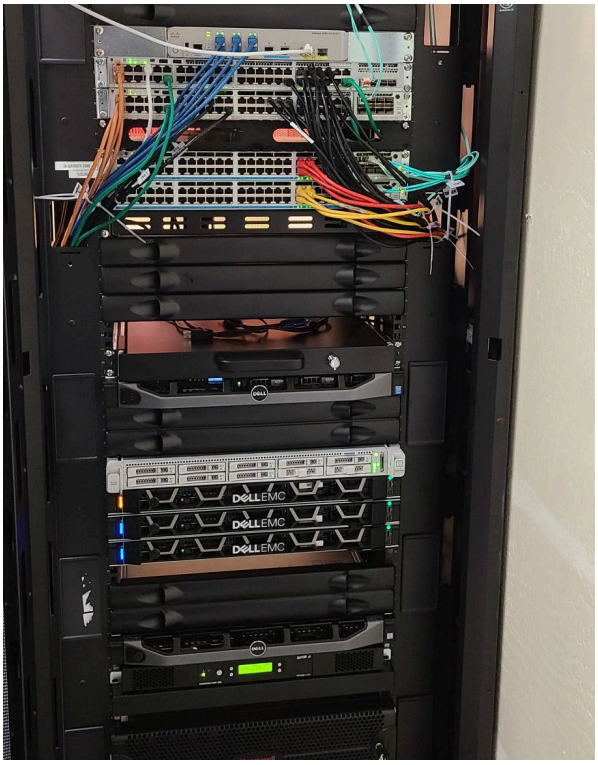
Innoprise Issues

There have been multiple Innoprise issues. Our Innoprise tickets with Harris are approaching an average resolution time of 1 year. We are having difficulty getting Harris to provide responses to issues. Discussions are ongoing on Harris providing additional support.



Problems Under Review

Server Outages



We had multiple server outages over the past few months. The root cause was in regard to the automated failover system becoming overloaded and crashing. We have put in several support tickets with Microsoft but have received limited support.

We implemented a workaround and a have long-term solution in the works.

Workaround

We reconfigured the server infrastructure to remove the automated failover. This has removed most of the stability issues we were having. Unfortunately, this reduces long-term resiliency as now server failures require a laborious transfer process in case of server failure.

Long-term solution

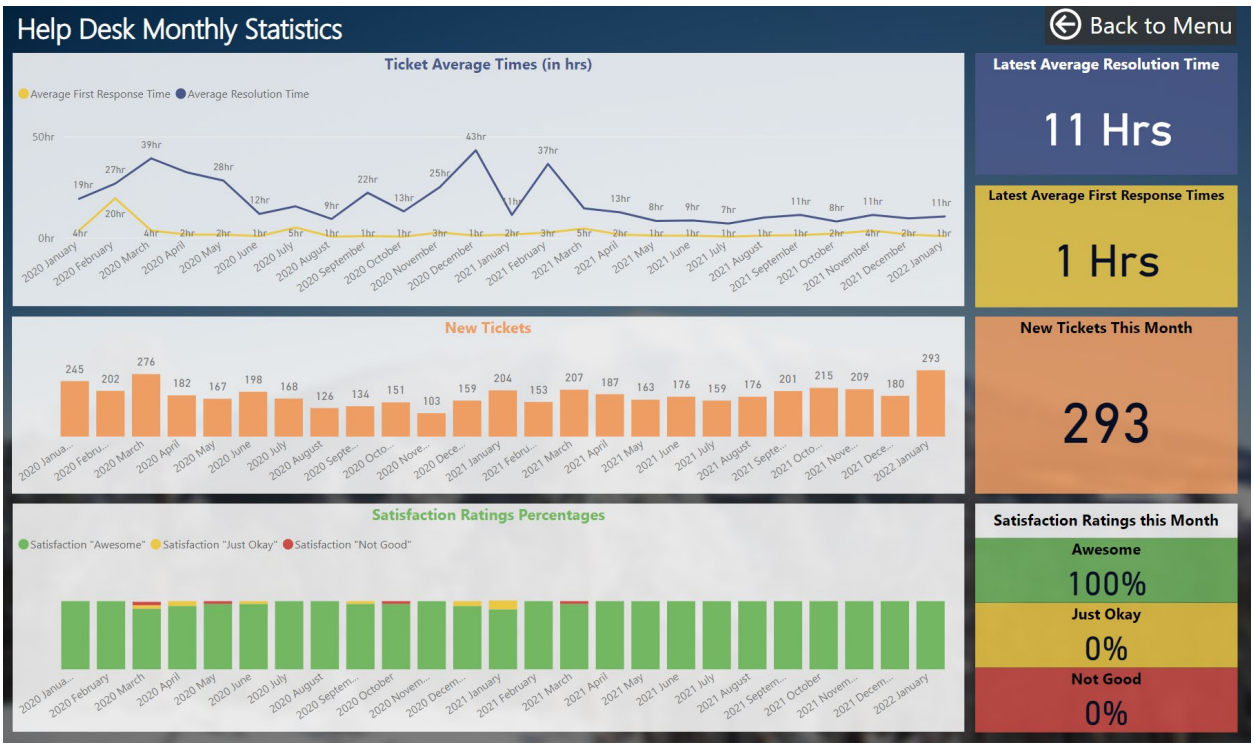
We had been exploring upgrading our virtual server architecture to a more expensive but more industry-standard architecture. We had already been using this new architecture in a limited capacity for some of our servers that didn't support our existing architecture. We had been holding off on migrating the entire environment due to budget constraints. We have adjusted our budget priorities and will be moving forward with the new architecture. This new architecture will help us align with the Police Department architecture, and comes with significantly better support contracts.

Program Accomplishments

Help Desk

Tickets increased significantly last month (January), however our Help Desk staff maintained solid response and resolution times.

Customer Satisfaction has remained at 100% for 10 months straight!

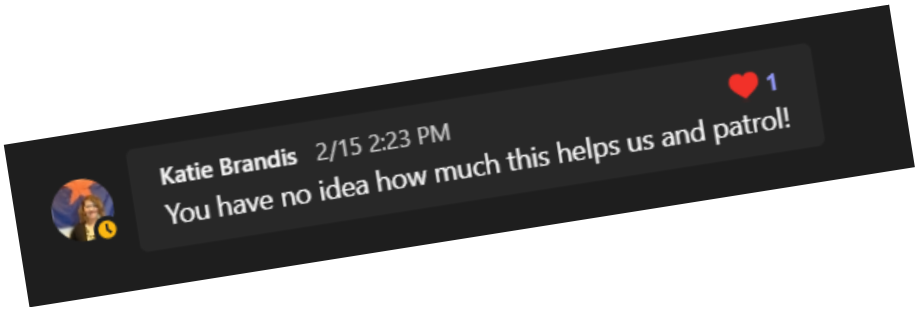


Program Accomplishments

Applications

Dispatch Password Resets

Our Applications Team were able to securely empower Dispatch staff to be able to self-reset passwords for the Dispatch system. This had been a frustration for staff for several years.



Kronos Time Entry implementation

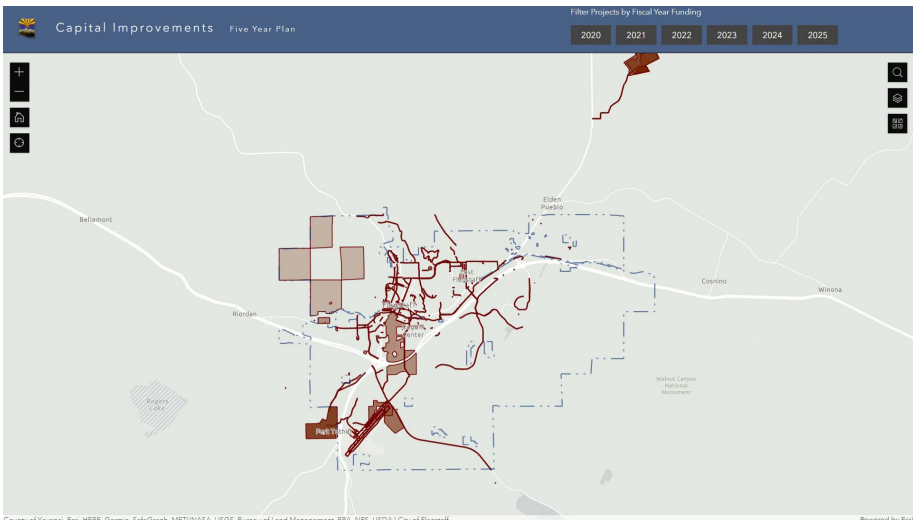
Our Applications Team automated secure file transfers between our legacy AS400 system and the new Kronos web application. This saved the City of Flagstaff approximately $16,000 annually by developing a solution in-house.

Program Accomplishments

GIS

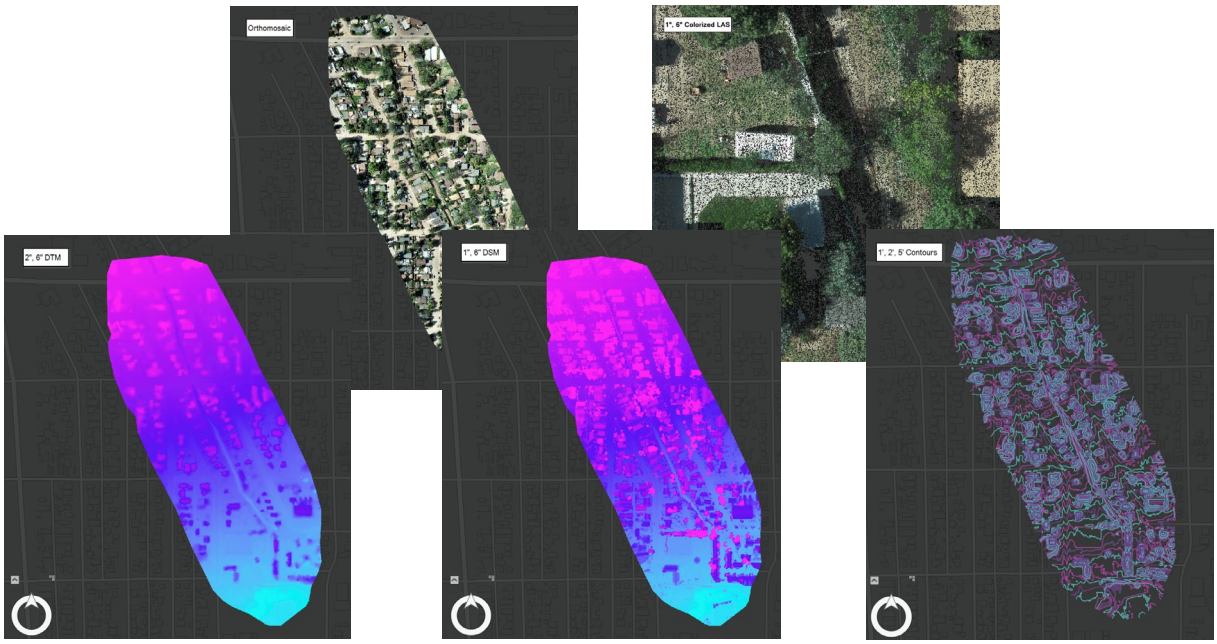
Capital 5-Year Plan web map

Kelsea Hundtoft developed a web map for the Capital Improvements 5-year plan. You can filter project funding by fiscal year.



Drone imagery

Tiffany Finke processed new drone imagery of the Spruce wash for flood mitigation efforts.

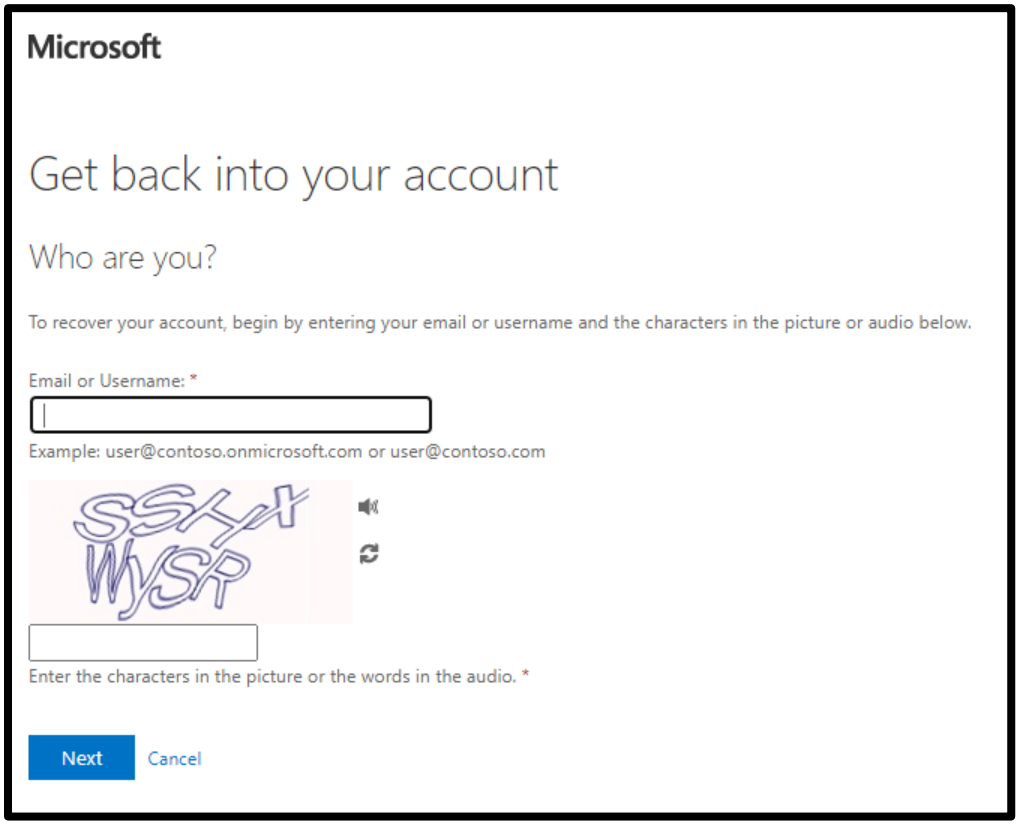


Program Accomplishments

Operations

Self Service Password Reset

Our Operations team is testing a full self-service password reset system. This will allow for more secure systems while also allowing staff to reset their own passwords without the need to call Help Desk.



Sunshine Transport Solutions Corporation (STSC)

Executive Summary

THE PROBLEM

- Today there is a genuine lack of energy efficient, convenient, safe, and timely urban public transportation which results in people choosing traditional polluting, non-renewable modes.
- People often feel unsafe when traveling and frequently experience significant delays in getting to their intended destinations.
- The environment is negatively affected from the use of fossil fuel-based transportation systems and ever-increasing levels of CO_2 emissions. Despite knowing the impacts that cars are having, people continue to use unprecedented levels of ride share services, taxis, and buses to navigate dense urban environments.
- Of equal importance is heightened personal exposure to Covid-19 from crowded trains and buses and the large queues awaiting their arrival.

THE SOLUTION

- Small, private driverless vehicles traveling along elevated guideways and using solar power for their movement offer a solution that addresses these problems.
- Concern over the use of fossil fuels and greenhouse gases, automobile fatalities, and lack of affordable public transit has heightened demand for such a solution.
- The price and efficiency of solar power is now ready for use at this scale and all other enabling technologies are already well-established.
- STSC's solar-powered e-Mobility urban transit system is aligned with ecological and social goals as a "green" solution.
- The plan is for economically sustainable systems operating profitably for implementation in a wide range of use cases in diverse currently congested urban locations.

SYSTEM FEATURES

- **People save significant time lost due to congestion; vehicles travel unencumbered on an elevated guideway**
- **On-demand, origin-to-destination travel dramatically reduces the potential for contagious disease infection from crowded trains and buses and the large queues awaiting their arrival**
- **People are safe and secure in their own personal vehicle, free from anxiety about strangers in public spaces**
- **Small station size allows for stations every ¼ mile, providing convenient access 24/7**
- **Highly energy efficient, providing travel at $ 0.02 per mile (~ 125 MPGe)**
- **Solar panels provide all power for transportation without using fossil fuels**
- **Low operating costs and high efficiency result in operating at a profit; no subsidies**
- **Easily integrates with existing modalities allowing expansion of ridership in other existing modes**

FOUNDING TEAM:

John Mardirosian | Program Director. John has extensive experience managing large-scale transit, government and commercial programs

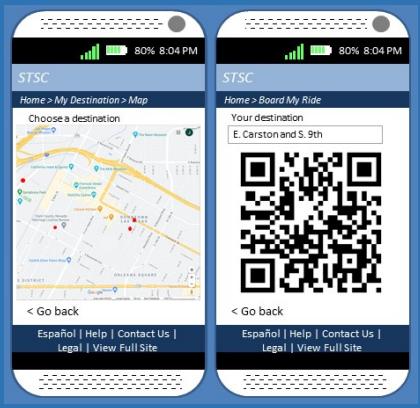
Nick Garzilli | Business Development | Nick has a track record of identifying transit needs and solutions

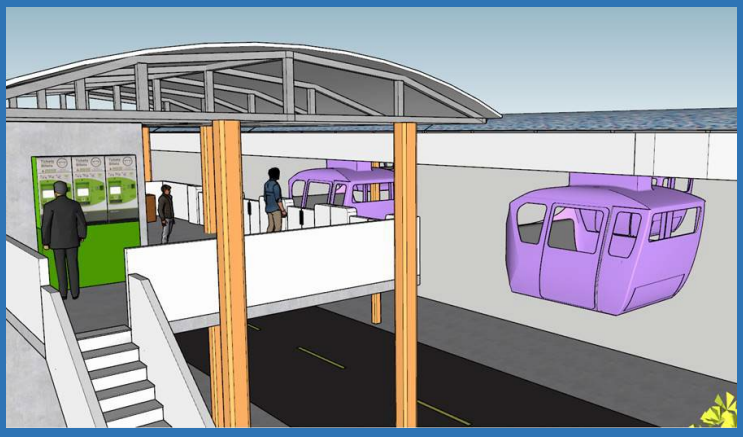
Mike Teske | Design and Safety. Mike has designed, certified, made operational, and managed over 100 theme park rides for locations such as Disney, Universal Studios, Dollywood, EPCOT, and others.

Endeavor Capital Management | Team of operating and investing company leaders

EASY TO USE

- Just pick a destination with your Mobile App
- Walk up to an empty vehicle and show the QR code to let the system know where travelers want to go





For additional information, contact

Nick.Garzilli@STSC-USA.com

EVP Business Development

Cell: (310) 729-6905

6. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	02/25/2022
Meeting Date:	03/01/2022

TITLE:
Letter of Opposition to HCR 2031

STAFF RECOMMENDED ACTION:

Executive Summary:

Financial Impact:

Policy Impact:

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

Priority Based Budget Key Community Priorities and Objectives

Reference Priorities and Objective documents at: S:\- City of Flagstaff\COUNCIL - AGENDAQUICK & PRESENTATIONS

Carbon Neutrality Plan

Reference Priorities and Objective documents at: S:\- City of Flagstaff\COUNCIL - AGENDAQUICK & PRESENTATIONS
Please contact Nicole Antonopoulos or Jenny Niemann for questions and assistance.

Regional Plan

***Reference Regional Plan Desk Guide at: S:\- City of Flagstaff\COUNCIL - AGENDAQUICK & PRESENTATIONS**

Previous Council Decision on This:

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

March 1, 2022

(Senate Committee)
Arizona State Capitol Complex
1700 West Washington
Phoenix, AZ 85007

Members of the (Senate Committee)

I am writing on behalf of the Flagstaff City Council to ask that you strongly oppose HCR 2031. This measure, if approved, would supersede what has been enacted by the voters in Flagstaff, as well as other cities around our state, who have set their own minimum wages higher than the current $12.80 that is in state law. It would also preclude voters in other communities from following suit and making their own decisions.

At the 2016 General Election, the people of Flagstaff passed Proposition 414 - "The Minimum Wage Act" - with the goal of providing a livable minimum wage for Flagstaff workers and achieving a $15 per hour minimum wage in Flagstaff by 2021 through a gradual, phased implementation with a provision to continue past 2021. This proposal would override the will of the voters in Flagstaff as well as the 2016 state law, approved by a 58% to 42% margin, that not only creates a state minimum wage higher than the federal figure but specifically gives cities and towns the right to do even more.

This measure not only takes away more local control from cities, but it would also override other constitutional provisions/voter approved laws protecting employee pensions, minimum wage, and sick leave benefits. While this isn't the only effort to restrict what cities, towns and counties can mandate of local employers at the legislature this session, I ask that you rethink what impacts this will have to laws already approved by the voters of our state and how this will silence their voices.

Thank you,

Paul Deasy
Mayor
On behalf of the Flagstaff City Council

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Deputy City Manager
Co-Submitter:	Rose Toehe
Date:	02/18/2022
Meeting Date:	03/01/2022

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 Nation's situations 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

Dashboard Update

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

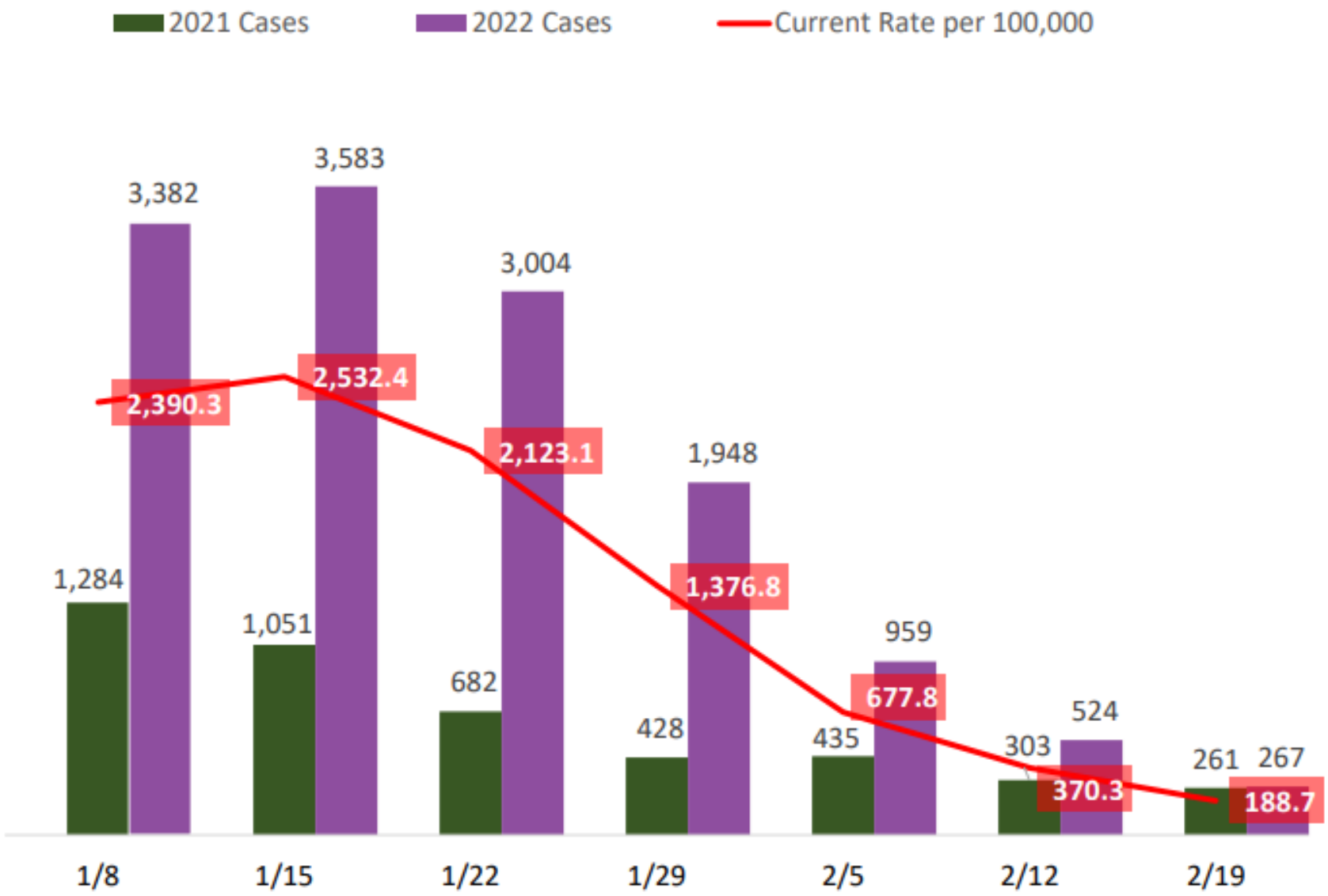
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

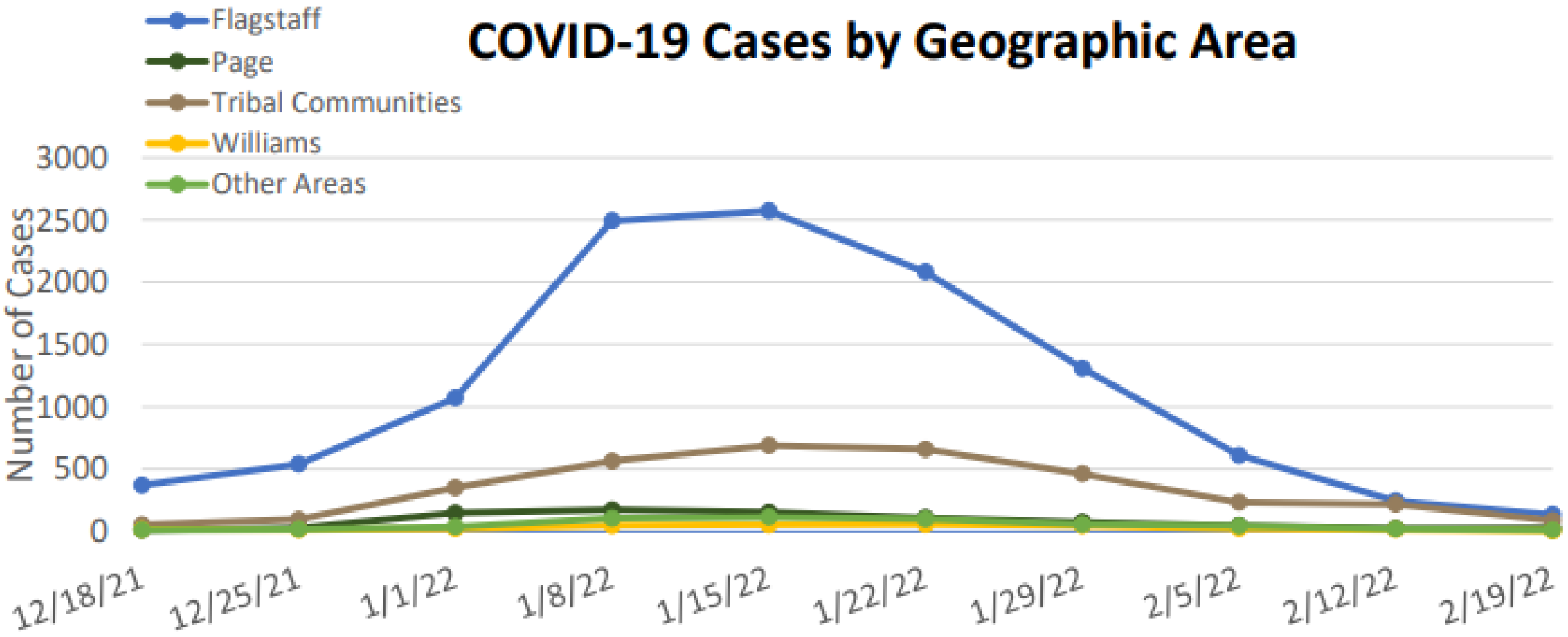
Agenda

- The Data
  - Coconino County Health and Human Services (CCHHS) dashboard
  - Northern Arizona Healthcare (NAH) hospital census
  - Navajo Nation
  - Hopi Tribe
- Indigenous Nations Update
- CDC Update
- Masks in City Facilities

CCHHS: COVID-19 Weekly Cases

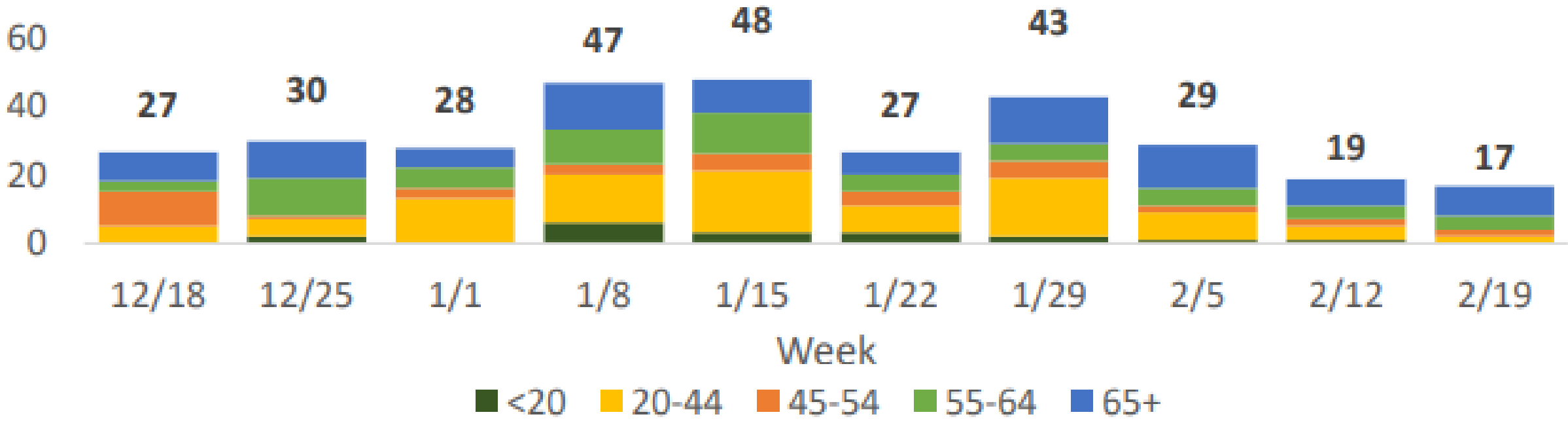


CCHHS: COVID-19 Weekly Cases



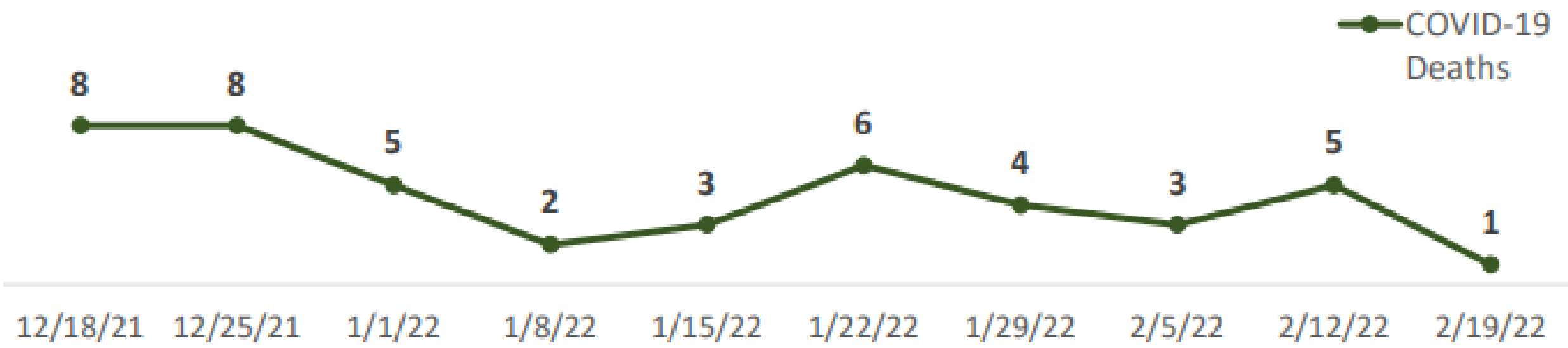
CCHHS: Hospital Admissions

Weekly Case Counts Among Coconino County Residents:



CCHHS: COVID-19 Related Deaths

Weekly COVID-19 Deaths Among Coconino County Residents:



CCHHS: Community Transmission

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Cases Reported Week 7 (February 13, 2022 - February 19, 2022):

267 Positive Cases	43% Not Fully Vaccinated	188.7 Rate per 100,000	10.6% Positivity Yield	7.4% COVID-Like Illness**

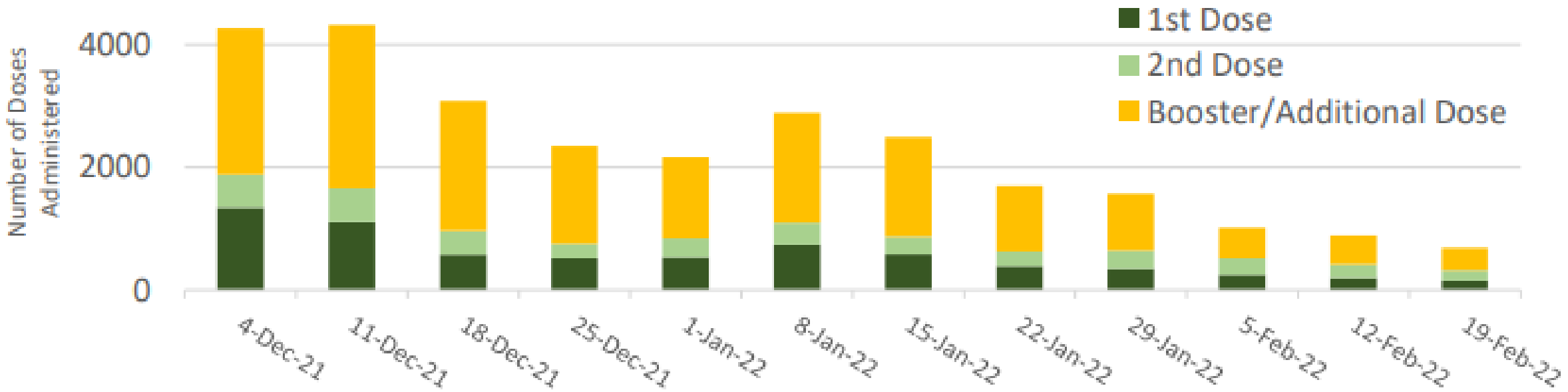
Community Transmission

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%

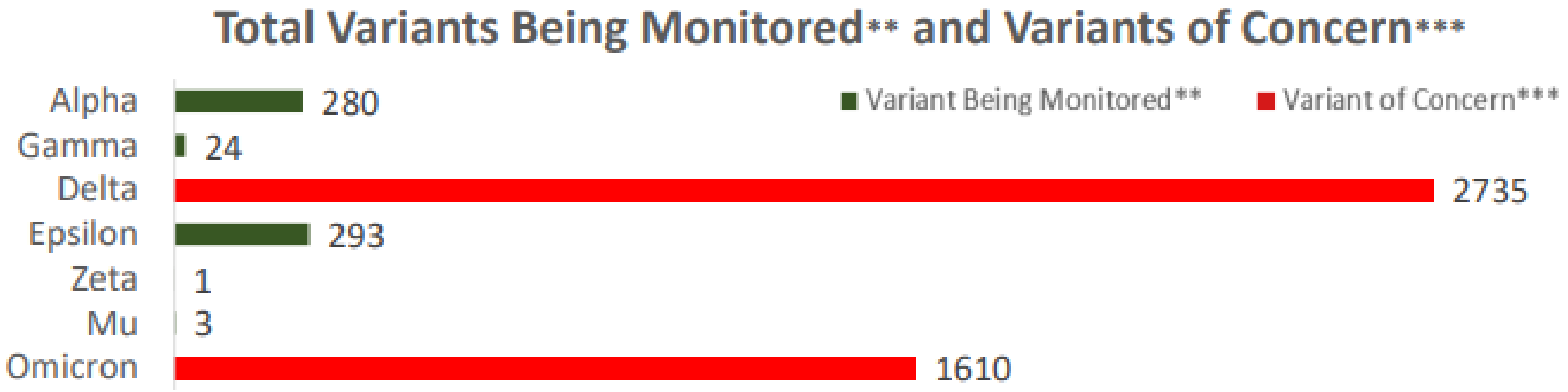
CCHHS: Community Vaccination

Weekly Vaccine Counts Among Coconino County Residents:



CCHHS: Variants

COVID-19 Variants:



***Variants Being Monitored include variants for which there are data indicating a potential or clear impact on approved or authorized medical countermeasures or that has been associated with more severe disease or increased transmission but are no longer detected or are circulating at very low levels in the U.S, and as such, do not pose a significant and imminent risk to public health in the U.S.*

**** Variants of Concern include variants for which there is evidence of an increase in transmissibility, more severe disease (e.g., increased hospitalizations or deaths), significant reduction in neutralization by antibodies generated during previous infection or vaccination, reduced effectiveness of treatments or vaccines, or diagnostic detection failures.*

For more information about SARS-CoV-2 variants, please visit the CDC webpage:

SARS-CoV-2 Variant Classifications and Definitions (cdc.gov)

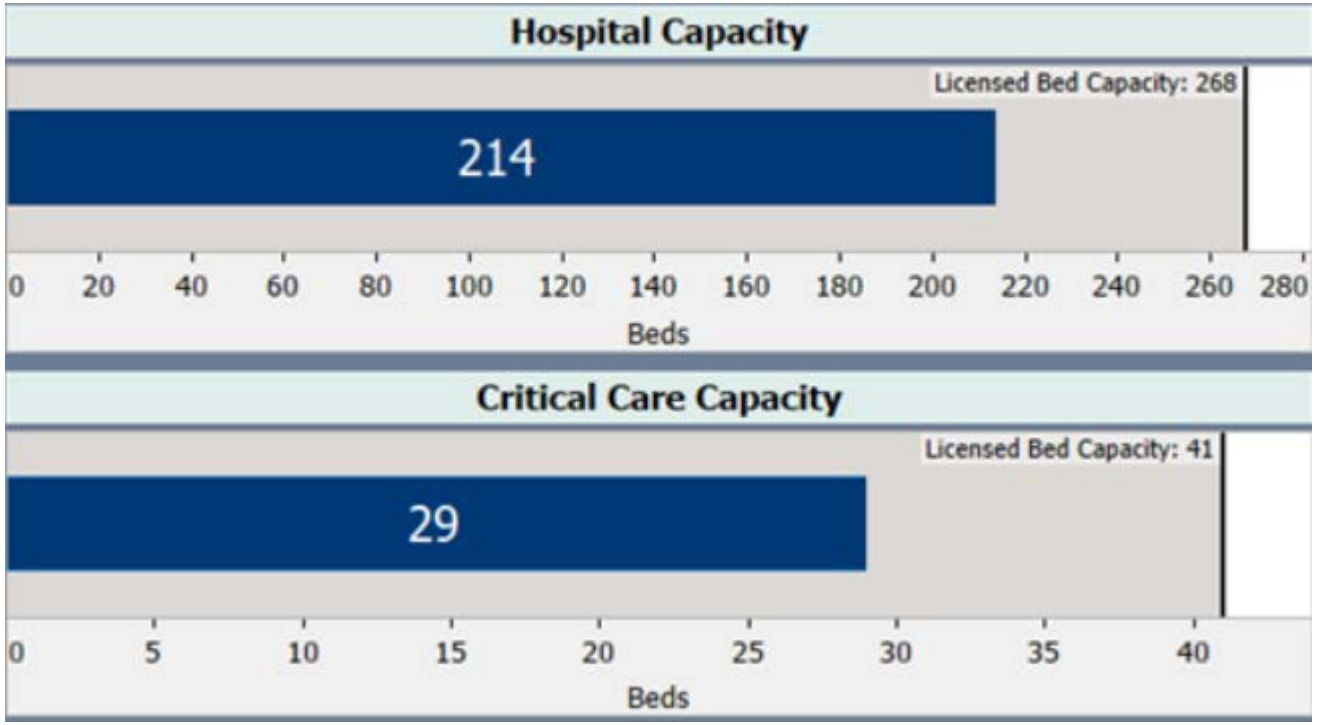
NAH: Hospital Census

Flagstaff Medical Center
Hospital Census

214

In House COVID-19 Patients

Positive	Pending
26	3



Data as of February 28, 2022

Indigenous Nations Data

Navajo Nation

NN Health Facilities Data	Difference in 14 days	Current Week 2/24/22	Previous Date 2/10/22
Total Tested	+ 8,062	493,571	485,509
Negative Cases	+ 5,126	385,779 (2/23)	380,653
Confirmed Positive Cases	+ 795	52,270	51,475
Recoveries	+ 1,581	50,216	48,635
Deaths	+ 17	1,646	1,629

Indigenous Nations Data

Hopi Tribe

- Total cumulative positive total – 2,561 (54 increase)
- Total 14 Day active cases – 113 (61 decrease)
- Total 7 Day active cases – 35 (26 decrease)
- 78.04% total population vaccinated
- 79.64% total eligible vaccinated

Indigenous Nations Data

- Navajo Nation
  - 42% of 3,351 samples tested were Delta variant
  - 39% of 3,351 samples tested were Omicron variant
  - 65.2% of total population are vaccinated
  - Safer at Home requirements still in effect
  - Public Health Emergency Orders remain red status for schools and orange status for businesses
  - Health Advisory for 52 communities (31 decrease)
  - ARPA Hardship Assistance check being issued

Indigenous Nations Data

- Hopi Tribe
  - Remains in phase two of reopening plan until 3/13/22

COVID-19 Community Level

- New tool to help communities decide what prevention steps to take based on the latest data
- Levels are low, medium, or high
- Determined by consideration of
  - Number of hospital beds being used
  - Hospital admissions
  - Total number of new COVID-19 cases
- CDC website https://www.cdc.gov/coronavirus/2019-ncov/science/community-levels.html

COVID-19 Community Level

COVID-19 Community Levels – Use the Highest Level that Applies to Your Community				
New COVID-19 Cases Per 100,000 people in the past 7 days	**Indicators**	**Low**	**Medium**	**High**
Fewer than 200	New COVID-19 admissions per 100,000 population (7-day total)	<10.0	10.0-19.9	≥20.0
	Percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)	<10.0%	10.0-14.9%	≥15.0%
200 or more	New COVID-19 admissions per 100,000 population (7-day total)	NA	<10.0	≥10.0
	Percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)	NA	<10.0%	≥10.0%

COVID-19 County Check

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

COVID-19 County Check

Find community levels and prevention steps by county.

Select a Location (all fields required)

Arizona | Coconino County | Go

< Start Over

Medium

In **Coconino County, Arizona**, community level is **Medium**.

- If you are at high risk for severe illness, talk to your healthcare provider about whether you need to wear a mask and take other precautions
- Stay up to date with COVID-19 vaccines
- Get tested if you have symptoms

People may choose to mask at any time. People with symptoms, a positive test, or exposure to someone with COVID-19 should wear a mask.

COVID-19 Prevention Steps

What Prevention Steps Should You Take Based on Your COVID-19 Community Level?

Low	Medium	High
• Stay up to date with COVID-19 vaccines • Get tested if you have symptoms	• If you are at high risk for severe illness, talk to your healthcare provider about whether you need to wear a mask and take other precautions • Stay up to date with COVID-19 vaccines • Get tested if you have symptoms	• Wear a mask indoors in public • Stay up to date with COVID-19 vaccines • Get tested if you have symptoms • Additional precautions may be needed for people at high risk for severe illness

People may choose to mask at any time. People with symptoms, a positive test, or exposure to someone with COVID-19 should wear a mask

Masks in City Facilities

- Effective Monday, March 7th update mask requirements in City Facilities to match updated CDC guidelines
  - Accommodations for employees
  - Staff trained on new guidelines
  - Signage update
- Airport is governed by Transportation Security Administration requirements and will continue to require masks until updated
- Customers and employees welcome to wear masks to their level of comfort

Council Questions & Discussion

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Emily Markel, Senior Procurement Specialist
Date:	02/18/2022
Meeting Date:	03/01/2022

TITLE:

Consideration and Approval of Contract: Annual Service Agreement with Morning Dew Landscaping, Inc. to provide landscape maintenance and snow removal services at City of Flagstaff facilities.

STAFF RECOMMENDED ACTION:

1. Approve the Annual Service Agreement with Morning Dew Landscaping, Inc. for landscape maintenance and snow removal services; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The approval of this Agreement will allow for landscape maintenance and snow removal services at the following City facilities: USGS Buildings 3, 4, 5, and 6, NACET Building, Accelerator BBB, Visitor Center, Water Services locations, Flagstaff Pulliam Airport and City maintained medians throughout Flagstaff (North Hwy 89, Butler Ave., East Flagstaff Traffic Interchange, S. Lonetree Road, S. Woodlands Village Blvd., S. Beulah Blvd.

Financial Impact:

Landscape maintenance and snow removal services are managed by each Section, with funding provided from various Divisions within the City. The actual costs rendered at the USGS Campus are recaptured through the lease with USGS. Fees are provided in attached Fee Schedule to allow each Section to understand their invoicing.

Policy Impact:

N/A

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

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:

N/A

Options and Alternatives:

1. Award the Agreement as recommended; or
2. Not award the Agreement and not provide landscape maintenance and snow removal services at these facilities

Background/History:

On 11/24/2021, Procurement staff posted a Request for Proposals (RFP) for Landscape Maintenance and Snow Removal on the City's PlanetBids electronic bidding platform. The RFP was also published on November 28 and December 5, 2021, in the Arizona Daily Sun. Additionally, Procurement staff performed courtesy notifications to landscape vendors in the Flagstaff area. On December 22, 2021, the City received one (1) response. A six-person evaluation committee was formed consisting of City Staff. Upon completion of the evaluation process, Morning Dew Landscaping, Inc. was deemed qualified to perform the work and staff is requesting approval of award.

Key Considerations:

The City is responsible for providing landscape maintenance and snow removal services to the USGS Campus and many other City locations. The previous contract for these services was held by Morning Dew Landscape, Inc. and the company completed the contract with excellence.

Community Benefits and Considerations:

Landscape maintenance services keep City facilities looking well-kept, providing citizens and visitors with a visually pleasing place to visit. Snow removal services keep City facilities accessible during snow events as they occur.

Attachments: Morning Dew Contract
Exhibit A - Fee Schedule

CONTRACT FOR PURCHASE OF MATERIALS AND/OR SERVICES
Contract No. 2022-39

This Contract is entered into this _____ day of _____, 2022 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Morning Dew Landscaping, Inc., an Arizona corporation ("Contractor").

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

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

1. Scope of Work: Contractor shall provide materials and/or services related to Landscape Maintenance and Snow Removal Services, subject to all terms, conditions, and specifications identified in the Scope of Work attached hereto as *Exhibit A.*

2. Compensation: Contractor shall be compensated for work performed under the Bid schedule and work performed under purchase order section identified in the Scope of Work attached hereto as *Exhibit A*. Any price adjustments must be approved by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the annual contract price is less than $50,000; otherwise City Council approval is required.

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

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

5. Contract Term: Initial term is for three (3) year term, with annual renewal options not to exceed two (2) additional one (1) year terms.

6. Contract Renewal: The City reserves the right to unilaterally extend the term of the Contract for ninety (90) days beyond the stated expiration date.

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

To the City:
Emily Markel
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
emarkel@flagstaffaz.gov

To Contractor:
Chris Lloyd
2684 E. Huntington Dr.
Flagstaff, AZ 86004
chris@morningdewlandscaping.com

With a copy to:
Amy Hagin
Parks Manager/Interim Recreation Manager
City of Flagstaff
211 West Aspen Ave
Flagstaff, AZ 86001
ahagin@flagstaffaz.gov

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

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

Fee Schedule (attached)

SCOPE OF WORK

The City has contracted with Contractor to provide Landscape Maintenance and Snow Removal Services for the following physical locations:

Accelerator BBB Site
101 W. Route 66
Flagstaff, AZ 86001

Flagstaff Pulliam Airport
6200 S. Pulliam Dr.
Flagstaff, AZ 86005

Flagstaff Visitors Center
1 E. Route 66
Flagstaff, AZ 86001

Northern Arizona Center for Entrepreneurship and Technology (NACET)
2225 N. Gemini Rd.
Flagstaff, AZ 86001

United States Geological Survey (USGS)
2255 N. Gemini Dr.
Flagstaff, AZ 86001

Water Services Location
2323 N. Walgreen Blvd.
Flagstaff, AZ 86004

Various Street Median Locations (Weed Control, Herbicide and/or Pesticide Applications Only)

1. Woodlands Village Blvd. Medians
2. Beulah Blvd. Medians
3. North Hwy 89 Medians
4. East Flagstaff Traffic Interchange Medians
5. Lone Tree Rd. Medians
6. Butler Ave. Medians

LANDSCAPE MAINTENANCE AND/OR SNOW REMOVAL AREAS BY LOCATION

Herbicide/Pesticide
USGS: 2255 North Gemini Drive. Flagstaff, AZ 86001
NACET: 2225 N Gemini Rd, Flagstaff, AZ 86001
FLAGSTAF F VISITOR'S CENTER: 1 E Rte 66, Flagstaff, AZ 86001
ACCELERATOR BBB SITE: 101 W. Route 66. Flagstaff, AZ 86001

Areas listed above will receive Herbicide applications only.

- Areas will receive a total of two (2) pre-emergent herbicide applications at the end of the correlating month (March, October).

- Areas will receive a total of seven (7) post emergent applications at the beginning of the month (April thru October)

Accelerator BBB

1. Parking Lot 35,950 Square Feet
2. Sidewalks 10,450 Square Feet
3. Natural Areas 66,000 Square Feet
4. Mulch/Hardscape Areas 44,900 Square Feet

Flagstaff Pulliam Airport

1. Short-Term Parking Lot
2. Long-Term Parking Lot
3. Sidewalks:
   a. Terminal
   b. Inside Parking Lots
   c. Connecting Sidewalks
   d. Sidewalks from JW Powell on Pulliam Drive into the terminal
4. Landscape Area:
   a. Front/Around Airport Terminal
   b. Inside/Around Parking Lots
   c. Entrance into Flagstaff Airport along Pulliam Drive

Flagstaff Visitors Center Site

1. Parking Lot 30,880 Square Feet
2. Sidewalks 10,450 Square Feet
3. Landscape Area 13,820 Square Feet

NACET Building Areas

1. Parking Lot 29,800 Square Feet
2. Sidewalks 3,700 Square Feet
3. Natural Areas/Landscape Areas 34,808 Square Feet

USGS Building 3 Areas

1. Parking Lot 69,714 Square Feet
2. Sidewalks 1,615 Square Feet
3. Planters/Natural Areas 30,692 Square Feet
4. East Atrium Planter #1 648 Square Feet
5. East Atrium Sidewalks #1 974 Square Feet
6. West Atrium Planter #2 782 Square Feet
7. West Atrium Sidewalks #2 895 Square Feet

USGS Building 4 Areas

1. Parking Lot 40,732 Square Feet
2. Sidewalks 3,520 Square Feet
3. Planters/Natural Areas 42,020 Square Feet
4. Turf Area 13,240 Square Feet

USGS Building 5 Areas

1. Parking Lot 41,331 Square Feet
2. Natural Areas 9,080 Square Feet

USGS Building 6 Areas

1. Parking Lot 46,323 Square Feet
2. Sidewalks 7,710 Square Feet
3. Planters 6,575 Square Feet
4. Natural Areas 61,487 Square Feet
5. Turf Areas 13,240 Square Feet

Water Services Locations

1. Parking Lots 18,610 Square Feet
2. Sidewalks 1,356 Square Feet
3. Natural Areas for weed removal 12,577 Square Feet

Various Street Median Locations (Weed Control, Herbicide and/or Pesticide Applications Only)

1. Woodlands Village Blvd. Medians 20,534 Square Feet
2. Beulah Blvd. Medians 15,915 Square Feet
3. North Hwy 89 Medians 67,905 Square Feet
4. East Flagstaff Traffic Interchange Medians 39,803 Square Feet
5. Lone Tree Rd. Medians 17,750 Square Feet
6. Butler Ave. Medians 20,762 Square Feet

LANDSCAPE MAINTENANCE SPECIFICATIONS

1. The Contractor shall have a minimum five (5) years' experience providing Landscaping Services of native plants, trees, scrubs, etc. indigenous to Northern Arizona.

2. The Contractor and all sub-Contractors shall be certified by the State of Arizona Office of Pest Management as a qualifying party and Certified with any National Accreditation recognized by the State of Arizona current or future and shall remain so through the term of this contract. Failure to comply with this specification will result in disqualification of your RFP submittal and is grounds for immediate termination of any contract awarded as a result of this Solicitation.

3. Contractor shall provide regular, weekly landscaping maintenance services as outlined herein.

4. Contractor shall examine the landscape on a weekly basis (winter schedule bi-weekly) to identify any problems or potential problems with the landscape.

5. Contractor shall provide at Contractor's own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this Scope of Work/Specifications.

6. Contractor shall make minor replacements and repairs to the landscape facilities as part of the required maintenance work. A minor item would be something that takes less than thirty (30) minutes to repair by skilled workmen, using minimal replacement parts. The following is a non- exhaustive list of items that are considered to be minor replacement

or repairs: damaged and clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler positions (raise, lower or straighten sprinkler head), replacement of clogged, broken, or missing drip emitters, and replacement or repositioning of drip distribution tubing. Contractor at Contractor's expense shall correct these repair items. Major items needing replacement or repair must be reported to the City's representative within one week of occurrence. Contractor shall be available to perform additional work related to the landscape maintenance as may be authorized in writing by the City. Such work shall be non-minor items relating to landscape care, which are not a part of the normal maintenance work as outlined in this specification.

7. Contractor shall take all reasonable precautions required to protect landscape areas from equipment and snow removal damage.

CARE OF PLANTED AREAS

1. Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

2. Once a year, prune all trees to encourage a high-branching structure. Trees are to be pruned to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Pruning of this type is a minor, non-reimbursable cost to be included as part of the regular maintenance.

3. Prune trees only in appropriate months as determined by an arborist. Prune in accordance with the International Society of Arboriculture Standards for proper pruning.

4. Discard all tree trimmings off-site in a legal manner (i.e., no illegal dumping). The City Landfill has a greenery area for disposal of trimmings.

5. Any tree found to be dead or missing shall be replaced with plant material of identical species; replacement shall be paid for as additional work and shall conform to the American Nursery Association Standards. Before replacement, Contractor shall submit a quote for replacement, as outlined in the Schedule and Frequency section of these specifications, within two (2) weeks of the discovery of the loss.

6. The City's authorized representative shall approve the size and appearance of replacement trees prior to planting. Replacement trees must be double staked with 2-inch diameter stakes unless otherwise approved by the City's authorized representative. Six slow-release fertilizer tablets must be placed the in backfill material evenly spaced around, but not touching, the root ball.

7. Remove tree stakes from trees one (1) year after planting, if the trees are able to support themselves. Tree ties should be adjusted as needed throughout the year. Remove stakes from site and dispose of them in a legal manner. Recycle used stakes if possible.

8. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1-part bleach and 9-parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

9. A vertical clearance of 114 inches is required above all parking spaces. A vertical clearance of 80 inches is required above all walkways. Trim trees to remove all limbs within these areas and any overhanging limbs or branches over driveways and roadways. Obtain City approval prior to pruning.

SHRUBS AND VINES

1. Shrubs and vines shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.

2. Shrubs shall be pruned weekly only as needed to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges and topiary shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow un-pruned to their natural sizes.

3. Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous hedge branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety.

4. Any shrub found to be dead or missing shall be replaced with plant material of identical species; replacement shall be paid for as additional work. Before replacement, Contractor shall submit a quote for replacement, as outlined in the Schedule and Frequency section of these specifications, within two (2) weeks of the discovery of the loss.

5. Replacement shrubs shall be at least five-gallon container or 18 inches in height when planted, unless otherwise approved by the City's authorized representative. Two slow-release fertilizer tablets must be placed the in backfill material evenly spaced around, but not touching, the root ball.

6. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized between every three shrubs to minimize the possibility of spreading disease. When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1-part bleach and 9-parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

7. Discard all trimmings off-site in a legal manner. The City Landfill has a greenery area for disposal of trimmings.

GROUNDCOVER

1. Groundcover shall be maintained in a healthy, vigorous growing condition.

2. Any groundcover found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement shall be paid for as additional work. Before replacement, Contractor shall submit a quote for replacement, as outlined in the Schedule and Frequency section of these specifications,

within two (2) weeks of the discovery of the loss. Replacement groundcover shall be planted at 8 inches spacing from flats to encourage quick coverage. Prior to planting replacement groundcover, the soil shall be tilled to a depth of 6 inches to prepare it for the new plants.

3. Trim groundcover back from sidewalks, curbs, and paved areas on a weekly basis. Do not create vertical edges when pruning groundcover. Cut the edges at an angle /—\ for a more natural appearance and healthier plants.

4. If regular foot traffic through a planter is preventing the groundcover from reaching full coverage of the soil, contact the City's authorized representative to discuss options for redirecting the foot traffic. Consider installing pavers, stepping-stones, a concrete walk, a gravel path, and/or barriers to redirect pedestrians. Provide costs for these options to the City's authorized representative.

FERTILIZER

1. Granular fertilizer shall be applied at the manufacturer's recommendation label rate for turf and plant type. A soil sample shall be performed before applying fertilizer to determine appropriate fertilizer mix for the upcoming season. Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off any plant surfaces.

2. Itemized receipts for fertilizer and other required soil amendments purchased and used by Contractor shall be submitted to show City's authorized representative as proof of application. The cost of all fertilizer work and materials shall be included in the proposal price for landscape maintenance.

WEED CONTROL AND APPLICATION OF HERBICIDES AND/OR PESTICIDE

1. Weeds in planted areas, sidewalks, turf, curbs, cobble & decorative rock areas, cinder areas, gutters, natural areas, and pavement shall be removed. Dispose of weeds off-site in a legal manner.

2. Remove any weeds in natural areas larger than 12 inches high or wide or if they become a fire danger. All noxious weeds shall be removed immediately.

3. Weeding services shall be provided on a weekly basis to ensure that weeds do not become established. The primary/preferred method for weed control shall be by mechanical or manual methods.

4. Herbicides may only be applied when authorized in advance by the City's authorized representative and their application must meet Arizona State Office of Pest Management (OPM) rules and regulations. The City reserves the right to inspect equipment used in weed control and to authorize the use of herbicides by Contractor. Contractor is to use environmentally friendly products when applicable. Contractor shall supply the City Safety Data Sheets (SDS) in accordance with Federal requirements before any product can be applied on the premises.

5. All herbicides and pesticides shall be used in accordance with label directions and the manufacturer's recommended handling methods. All herbicides and pesticides shall be handled in accordance with all applicable regulations. Registered herbicides and pesticides shall be used only on the advice of a qualified and licensed (if required) pest control

advisor. Nothing in this specification shall be construed to be the advice of, or to substitute for the advice of, a pest control advisor.

6. Pesticides shall not be applied within one (1) hour of the start of operating hours for businesses at the site. In the event that it is not possible to complete the application by one (1) hour prior to business hours (e.g., 24-hour operations), applications shall be made at times when customer presence is minimal. Pesticides shall be used as a last resort.

7. Contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. Contractor shall follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.

MULCH AND/ROCK LAYER

1. Soil mulch and/or rock layer shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter area.

2. Contractor shall add additional mulch and/or decorative rock regularly to maintain a layer no less than 2 inches deep at all times in shrub planters. Decomposition of organic mulch is considered normal wear and tear and Contractor shall replace decomposed mulch as part of the required maintenance work. Mulch and/or decorative rock are not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage. Note: only 2 inches of mulch is required; however, maintaining a deeper layer of mulch and/or decorative rock greatly reduces the labor and chemicals needed to control weeds, reduces water use, and helps the plants stay healthy.

3. Replacement of large amounts of mulch and/or decorative rock (over one cubic yard) which has been stolen, vandalized, or washed away by a single storm shall be paid as additional work. Before replacement, Contractor shall submit a quote for replacement, as outlined in the Schedule and Frequency section of these specifications, within two (2) weeks of the discovery of the loss.

4. Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.

5. Mulch and/or decorative rock shall be uniform in color and appearance and free of leaves, sticks, and trash. Mulch may be chipped or shredded wood, bark, or decorative rock. When replacing existing mulch, use a mulch product that is similar in appearance to that already at the site.

6. In areas of the site where wood-based mulch frequently washes away, submit a quote for replacement of the organic mulch with decorative rock having a similar color.

7. Replacement rock shall be the same size and color as existing decorative rock on site.

LAWNS

1. Lawns shall be kept in a healthy, vigorous condition, free of disease and pests. Weeding services shall be provided on a weekly basis to ensure that weeds do not become established. Whenever possible, weed control shall be by mechanical or manual methods.

2. Prior to mowing, Contractor shall ensure that the area to be mowed is cleaned and free from all debris (paper, stone, bottles, tree limbs, etc.) All debris shall be disposed of off-site by Contractor in a legal manner.

3. The turf shall be mowed with mowing equipment that has proper deflection devices, adjustable cutting heights, and sharp cutting edges to provide a high-quality cut at 2 to 2 ½ inch height. Mowing equipment shall be operated at an optimum speed that produces a smooth surface appearance without scalping. Mowing that produces varying heights of turf will be considered unsatisfactory. Mowing patterns shall be alternated to avoid creating ruts and compaction.

4. Lawn height shall not exceed 3 1/2 inches at any time.

5. Edging at sidewalks, curbs, and other paved areas located on and surrounding the designated mowing areas shall be done directly following or in conjunction with the mowing operation.

6. Mow, edge, and trim lawns weekly or as required to maintain an even, well-groomed appearance.

7. Remove lawn clippings and dispose of them off-site in a legal manner. The City landfill has a greenery area for disposal of lawn clippings. Contractor is encouraged to use mulching mowers, which cut clippings into small pieces that sift down into the lawn when not required to pick-up.

8. Weeds shall be controlled in lawn areas as noted above under the weed-control section.

9. Any lawn found to be dead or severely yellowed shall be replaced with sod of identical species at the landscape maintenance Contractor's expense unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement shall be paid for as additional work. Before replacement, Contractor shall submit a quote for replacement, as outlined in the Schedule and Frequency section of these specifications, within two (2) weeks of the discovery of the loss. Replacement sod shall be similar in all respects to the existing grass. Do not seed dead lawn areas. Sod must be used for replacement, unless directed, in writing, by the City's authorized representative.

10. Thatching: Contractor shall be required at the sole direction and authorization of the City to thatch all lawn areas covered under this Solicitation one time per year in the spring. Any thatching performed shall be done in a manner specifically designed for such operation. Contractor shall be responsible for raking, vacuuming, removal, and proper disposal of all thatch clipping.

WATER APPLICATION AND SCHEDULING

1. Hand-water as needed to supplement natural rainfall and maintain plantings in a healthy, stress- free condition. It is Contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions.

2. It is the responsibility of Contractor to conserve water and assure that all watering rules and regulations are followed. Contractor shall coordinate with the City's authorized representative to establish a mowing and water schedule that coincides with the City’s

irrigation water ordinances. Contractor shall pay any penalties, fines, or citations for watering ordinance violations.

3. Irrigation shall be made using the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance Contractor of the responsibility to provide adequate irrigation. It is Contractor's responsibility to make sure that the irrigation system is maintained and operates properly.

4. Contractor is responsible for the complete operation and maintenance of the irrigation systems. Contractor shall examine the irrigation system for damage or malfunction on a weekly basis. Contractor shall be responsible for all damages to grass/plants from the lack of watering from a malfunctioning system that should have been caught during routine inspections.

5. Contractor shall adjust watering times on a weekly basis to ensure adequate irrigation. Do not over-water plantings. Use multiple-start times and short-run times to prevent run-off if controller is capable. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.

6. When breakdowns or malfunctions exist, Contractor shall hand-water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major, Contractor shall report damage or malfunction to the City's authorized representative in writing. Do not wait for approval to begin hand-watering if it is required to save the plantings.

IRRIGATION SYSTEM SCHEDULED MAINTENANCE

1. Each valve zone shall be monitored on a weekly basis during the irrigation season for signs of damage.

2. The landscape maintenance Contractor shall maintain the irrigation system, including cleaning of filter screens, yearly or more often as needed, and flushing pipes.

3. The landscape maintenance Contractor shall flush drip irrigation systems to remove sediment on a periodic basis, or when flushing is necessary. Drip systems shall be flushed at least once a year. When flushing, the ends of the drip lines should be opened and run for at least 10 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.

4. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. Contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

IRRIGATION SYSTEM REPAIR

1. The landscape maintenance Contractor shall replace or repair, at the landscape maintenance Contractor's expense, any damaged irrigation components, unless due to excluded damage. Repair shall be made within one (1) week of the day the damage

occurred. If the damage was due to excluded damage, the irrigation repairs shall be paid for as additional work. Before replacement, Contractor shall submit a quote for replacement, as outlined in Schedule and Frequency section of these specifications, within one (1) week of the discovery of the damage. Regardless of the cause of damage, Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand- watering as needed. Contractor shall make repairs as soon as possible after receiving written authorization to proceed. The following items are considered to be repairs: damaged heads, valves, wiring, broken irrigation lines, or missing drip emitters.

2. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment shall be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment shall be completely compatible with the original and shall be approved in advance by the City's authorized representative.

3. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the City's authorized representative. If a change to the installation may result in lower future maintenance costs, less frequent breakage, or an increase in public safety, Contractor shall request authorization to make the change from the City's authorized representative.

4. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up type sprinkler heads. Sprinkler heads are available with pop- up heights up to 12 inches above ground level. If the existing sprinklers are mounted on aboveground risers, the replacements shall be pop-up type sprinklers.

5. If any existing sprinklers at the sites identified in this Solicitation are installed on risers above the ground level, submit a quote for additional work to the City's authorized representative covering the cost of removal and replacement of these sprinklers with new, spring-loaded, pop-up type sprinklers. Submit the quote within two (2) weeks of being awarded a contract as a result of this Solicitation.

6. Contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition that hampers the correct operation of the system or may be a safety concern. Contractor shall carefully observe plant materials for signs of wilting or any other condition that indicates a lack of water. Plants that die due to irrigation failure shall be considered to have died due to Contractor's negligence and shall be replaced at Contractor's expense.

7. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallon age and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic may be scratched, and the pattern ruined. Brass nozzles may be carefully cleaned, if needed.

CLEAN UP AND LITTER REMOVAL

1. Sweep or blow-off all walks, curbs, and gutters weekly.

2. Do not sweep or blow trash, leaves, clippings, or landscape debris into planters or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site.

3. Do not use blowers around parked vehicles to avoid scratching vehicle paint with blowing sand and debris. Blowers may not be used where prohibited by law. All litter shall be removed from sidewalks, gutters, and all planted areas on a weekly basis. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected, hauled away, and disposed of in a legal manner.

4. In addition to removing all litter from sidewalks, gutters, and planted areas, Contractor shall remove and dispose of any large miscellaneous debris or trash in the parking lot. For the purpose of any contract awarded as a result of this Solicitation, "large" shall mean items the size of a small beverage cap or cigarette butt. The intent of this requirement is that Contractor's workers should take sufficient pride in the appearance of the site and pick up any significant litter they come across at the site. Sweeping of the parking lots is included in the landscape maintenance. All litter shall be removed from planter areas, parking lots, and sidewalks regardless of the size of the litter.

SCHEDULE

REGULAR LANDSCAPE MAINTENANCE FOR ALL LOCATIONS

Weekly: April 1st to October 31st.

1. Completing all tasks from Scope of Work as needed be each site's need.

Bi-Weekly: November 1st to March 31st.

1. Mow and edge lawns during the growing season. All turf shall be mowed no less than once a week. (26 - 30 mowing's per season).

2. Prune back any shrubs/groundcover hanging over curbs or sidewalks.

3. Remove litter and leaves from plants, planters, and parking lots.

4. Remove any broken or fallen branches from trees. Remove sucker growth from tree trunks.

5. Remove any weeds from planters. In natural areas, landscape, hydro seeded areas, remove weeds larger than 12 inches high or wide. Note: All grasses and flowers shall be left to avoid soil erosions, unless instructed for removal. All noxious weeds shall be removed.

6. Replace bark mulch that has been knocked or washed out of planters. Smooth mulch layer if it has been disturbed.

7. Replace decorative rock that has been knocked or washed out of planters.

8. Smooth decorative rock surface if it has been disturbed.

9. Check plants for signs of stress or disease. Replace any plants that meet conditions for replacement. Contractor shall request authorization in writing prior to replacing any dead or missing plants and trees.

10. Sweep or blow clean all walkways, curbs, and gutters.

11. Treat plants, trees, and turf for any signs of disease or pest infestation.

12. Complete any items required on the Monthly Checklist (referenced on following page).

13. Hand-water any plants that are dry and stressed.

14. Check the irrigation system and make all repairs as needed.

15. Irrigation timers shall be set and irrigation controllers adjusted for current water requirements of plants, trees, and turf.

TENTATIVE MONTHLY MAINTENANCE CHECKLIST

January: Dependent on weather conditions.

February: Dependent on weather conditions.

March: Dependent on weather conditions.

April:

1. Charge irrigation system for upcoming season depending on day and night-time temperatures. Make sure backflow preventer is tested by the City prior to operation. Keep backflow preventer insulated to prevent freezing and damage due to cold nighttime temperatures. Flush out irrigation systems as needed and check for proper operation of each valve zone.

2. Remove and clean wye filter screens.

3. Clean or replace plugged sprinkler nozzles. Replace plugged drip emitters.

4. Replace irrigation controller program back-up batteries.

5. Start irrigation watering as needed depending on weather conditions.

May:

1. Apply fertilizer to all landscape plants, shrubs, trees, and turf areas. The May fertilization of shrubs/groundcover areas may be deleted when the plants reach maturity or completely fill the planters without space between them.

2. Submit receipts to City's authorized representative as proof of fertilizer purchase.

3. Clean all tree and shrub wells to hold water. Inspect all drip lines within well areas and, when necessary, bury to at least two (2) inches in-depth.

4. Prune spring & winter-flowering shrubs as needed to maintain proper shape.

June:

1. Add new mulch to planters where the mulch depth has been reduced to less than 2 inches. Mulch shall not be required where shrubs or groundcover completely hide the soil surface from view.

2. Plant annual color for spring/summer bloom.

July: Apply fertilizer to all turf areas.

August: No additional items.

September: Perform a winter root fertilizer to promote healthy strong roots to the turf areas for the upcoming winter.

October:

1. Prepare irrigation system for winter depending on day and nighttime temperatures. Make sure backflow preventer is well insulated or drained prior to first freeze. Blow out pipes using compressed air in areas where freezing could result in breakage.

2. All native grasses and flowering plants (excluding shrubs) shall be mowed to a four (4) to six (6) inch height, eliminating all dead flowering stalks and seed heads while leaving the main plant intact.

November:

1. Prune any tree branches that interfere with public safety. Prune all parking lot and street trees yearly to encourage strong upward growth.

2. Prune summer and fall-blooming shrubs as needed to maintain proper shape.

3. Mow all natural areas to three to four inches in height after all grasses and flowers have seeded.

December: Dependent on weather conditions.

SNOW REMOVAL

1. The Contractor shall have a minimum five (5) years' experience providing snow removal services.

2. Contractor is responsible for clearing snow and ice from sidewalks, parking lots, door entrances, emergency door exits, patios, plaza, snow against windows and all concrete and asphalt pavement areas at the sites identified in this Solicitation.

3. Parking lots shall be plowed when there is over 3" of snowfall and 1" of snowfall at airport.

4. Sidewalks shall be shoveled when there is ½" or more snowfall and de-iced as needed to provide safe walking conditions.

5. Contractor and City will work together to establish a schedule and guidelines to meet the requirements of snow removal depending on the nature of the snowstorm. Contractor shall keep owner informed and updated on work progress/so additional equipment is not needed. Examples: Snow shall be removed off sidewalks and parking lots by the beginning of business hours (7am) during the weekdays and throughout the day until the business is closed (6pm). Weekend snow shall be removed when the snowfall has completed and depending on the amount of snowfall. After 6pm, the snow removal may begin in the early morning hours before business opens. Work may be continuous or intermittent depending upon the nature of the storm.

6. Be very careful of curbs and landscaping when shoveling or plowing snow.

7. Contractor may encounter some difficulties with parked cars or equipment.

8. Contractor shall take all precautions when applying ice melt or any chemical deicers to treated areas. Contractor shall follow the recommendations of the manufacturer and all applicable governmental and industry regulations when applying ice melt or any chemical deicers.

9. Contractor shall comply with all City Sidewalk Snow Ordinances.

Fees:

NOTE: REPLACEMENT OF PLANTS, TREES, SOD, MULCH/DECORATIVE ROCK, AND GROUNDCOVER SHALL INCLUDE A COST OF TIME AND LABOR INCLUSIVE OF HOURLY RATES. APPROVAL OF BILLABLE WORK IS TO BE OBTAINED BEFORE WORK BEGINS.

EXHIBIT B

STANDARD TERMS AND CONDITIONS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".

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

3. **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.

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

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

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

MATERIALS

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

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

19. **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, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. 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 the 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.

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

22. 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 the City.

23. 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 the City.

24. 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 the City or fees and charges owed to the City under the Contract.

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

SERVICES

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

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

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

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

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

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

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

35. **PUBLIC RECORDS:** The 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.

36. **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

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City,

Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

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

41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.

42. AMENDMENTS: The Contract may be amended by written agreement of the Parties.

43. SEVERABILITY: If any term or provision of the 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 the Contract shall remain in full force and effect.

44. NO WAIVER: Both Parties have 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.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the 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.

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

49. 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's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal

immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract 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

51. TERMINATION FOR DEFAULT: Prior to terminating the 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 to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the 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. The 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.

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

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

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the 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 the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any

voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

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

58. CANCELLATION FOR GRATUITIES: The City may cancel the 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 in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

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

62. NOTICES: All notices given pursuant to the 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 days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

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

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

67. FORCE MAJUERE:

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

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

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

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

CITY OF FLAGSTAFF

STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

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 the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

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

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The 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.

6. OTHER INSURANCE REQUIREMENTS: The insurance 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, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the 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 policy 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/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies 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 the Contract.

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

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or 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 Procurement Agent and shall reference the Contract Number.

8. **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 Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the 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 Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **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 the Contract. 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 the Contract.

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

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.

Solicitation No. 2022-39
Emily Markel, Senior Procurement Specialist

OFFER (FORM)
FEE AND PRICE SCHEDULE

LANDSCAPE MAINTENANCE SERVICE

BUILDINGS	SUMER MONTHS (APRIL – OCT) MONTHLY RATE	WINTER MONTHS (NOV – MAR) MONTHLY RATE	TOTAL ANNUAL FEE
USGS Bldg 3	$ 1,019.70	$ 284.00	$ 8,557.90
USGS Bldg 4	$ 1,575.90	$ 438.92	$ 13,225.90
USGS Bldg 5	$ 370.80	$ 103.20	$ 3,111.60
USGS Bldg 6	$ 1,668.60	$ 464.75	$ 14,003.95
NACET Bldg	$ 1,205.52	$ 329.26	$ 10,084.94
Flagstaff Visitor Center	$ 1,861.73	$ 397.16	$ 15,017.91
Accelerator BBB Site	$ 1,378.42	$ 391.29	$ 14,988.56
Airport	$ 5,195.27	$ 685.74	$ 39,795.59
Water Services	$ 1,545.02	$ 555.44	$ 13,592.34

A cost reduction is to be shown in brackets, ( ).

OTHER FEES (Manual Service)

BUILDINGS	HOURLY RATE	*EST. TIME	TOTAL FEE
USGS Bldg 3	$ 50	2 hrs	$ 100
USGS Bldg 4	$ 50	2 hrs	$ 100
USGS Bldg 5	$ 50	.5 hrs	$ 25
USGS Bldg 6	$ 50	6 hrs	$ 300
NACET Bldg	$ 50	4 hrs	$ 200
Flagstaff Visitor Center	$ 50	3 hrs	$ 150
Accelerator BBB Site	$ 50	10 hrs	$ 500
Airport	$ 50	10 hrs	$ 500
Water Services	$ 50	4 hrs	$ 200
	$		$

	$		$
	$		$
	$		$

Provide the cost for each designated building to manually remove weeds, no use of herbicides shall be permitted. A cost reduction is to be shown in brackets, ( ).

FEE AND PRICE SCHEDULE

SNOW REMOVAL SERVICE - SHOVELING
(Total cost will be based on twenty-one (21)-storms per season)

BUILDINGS	HOURLY RATE	*EST. TIME	TOTAL FEE
USGS Bldg 3	$ 58	1 hr	$ 58
USGS Bldg 4	$ 58	3 hrs	$ 174
USGS Bldg 5	$ 58	1.5 hrs	$ 87
USGS Bldg 6	$ 58	4 hrs	$ 232
NACET Bldg	$ 58	2.75 hrs	$ 159.50
Flagstaff Visitor Center	$ 58	3 hrs	$ 174
Accelerator BBB Site	$ 58	6 hrs	$ 348
Airport	$ 58	14 hrs	$ 812
Water Services	$ 58	4 hrs	$ 232

***Based on three (3")-inches of snow**

A cost reduction is to be shown in brackets, ( ).

SNOW REMOVAL SERVICE - PLOWING
(Total cost will be based on twenty-one (21)-storms per season)

BUILDINGS	HOURLY RATE	*EST. TIME	TOTAL FEE
USGS Bldg 3	$ 120	1.25 hrs	$ 150
USGS Bldg 4	$ 120	2 hrs	$ 240
USGS Bldg 5	$ 120	1.5 hrs	$ 180

USGS Bldg 6	**$** 120	2 hrs	**$** 240
NACET Bldg	**$** 120	1.25 hrs	**$** 150
Flagstaff Visitor Center	**$** 120	1.25 hrs	**$** 150
Accelerator BBB Site	**$** 120	1.5 hrs	**$** 180
Airport	**$** 120	3 hrs	**$** 360
Water Services	**$** 120	1 hr	**$** 120

***Based on three (3")-inches of snow**

A cost reduction is to be shown in brackets, ( ).

FEE AND PRICE SCHEDULE

SPECIAL REQUESTS
(BASED ON PER 1,000 PER SQUARE FEET)

TYPE OF SERVICE	HOURLY RATE	EST. TIME	TOTAL FEE
Snow Removal - Sidewalks and Hardscape Areas	$ 58	.75 hrs	$ 43.50
Snow Removal – Parking Lots	$ 120	3 minutes	$ 6
Landscape Maintenance - Planters	$ 50	1 hr	$ 50
Nature Areas	$ 50	.5 hrs	$ 25
Mowing	$ 50	.25 hrs	$ 12.50
Litter Control	$ 50	.2 hrs	$ 10
Irrigation Maintenance	$ 55	NA	$ 55/hour
Weed Control – Manual Method	$ 50	1-3 hrs	$ 50-150
Weed Control – Herbicides	$ 55	.25 hrs	$ 13.75
Fertilizer	$ 50	.25 hrs	$ 12.50

A cost reduction is to be shown in brackets, ( ).

HERBICIDE ONLY APPLICATIONS

AREA	PRE-EMERGENT (2) APPLICATIONS RATE	POST EMERGENT (7) APPLICATIONS RATE	TOTAL ANNUAL FEE
Woodlands Median	$ 538.38	$ 234.43	$ 2,717.77
Beulah Median	$ 613.61	$ 243.28	$ 2,930.18
North Hwy 89 Medians	$ 2,921.58	$ 943.62	$ 12,448.50
East Flagstaff Traffic Interchange Medians	$ 946.13	$ 243.28	$ 3,595.22
Lone Tree Median	$ 579.95	$ 287.88	$ 3,175.06
Butler Medians	$ 653.19	$ 287.88	$ 3,321.54

TO THE CITY OF FLAGSTAFF:

The undersigned Vendor hereby offers and agrees to furnish materials and/or services in compliance with the Solicitation, including the Addenda, and as described in this offer made to the City.

Signature of Person Authorized to Sign Offer	Commercial Maintenance Manager Title
Bill Akens Printed Name	Dec. 22, 2021 Date

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Senior Planner
Date:	02/18/2022
Meeting Date:	03/01/2022

TITLE:

Consideration and Approval of Final Plat: Request from Hunt Beaver, LLC for approval of the Final Plat for Beaver Street Condos (case number: PZ-17-00187-05), an 8-unit residential condominium subdivision located at 613 North Beaver Street on 0.33 acres in the T4N.1 (Transect) 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 an 8-unit residential condominium subdivision known as Beaver Street Condos. This project already has Site Plan approval, and engineering and building permits have been approved (the project is currently under construction). Approval of this plat will enable the applicant to sell the units instead of renting them.

Financial Impact:

No financial impacts are anticipated with this Final Plat.

Policy Impact:

No policy impacts are affiliated with this Final Plat.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

PBB Key Community Priorities/Objectives

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

Regional Plan Policies and Goals

- Goal ED.8 Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.
- Policy E.1.4 Promote cost-effective, energy-efficient technologies and design in all new buildings for residential construction.
- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental

resources, spur economic investments, and reduce the cost of providing infrastructure and services.

- Policy LU.10.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.
- LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multifamily housing.
- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

On November 2, 2021, the City Council voted to approve the Preliminary Plat for Beaver Street Condos PZ-17-00187-04 (the Planning and Zoning Commission voted to recommend approval on October 13, 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:

The project consists of two 3-story buildings. The total square footage of both buildings is 17,076 square feet. City Staff approved the Site Plan for the development (PZ-17-00187-01) on March 16, 2020. Civil plans and building permits are approved, and the project is currently under construction. Site plan approval was based on conformance with all relevant City Development Standards.

The project is developing according to the standards for the T4N.1 (Transect) Zone, the Townhouse Building Type, and the Stoop Private Frontage Type. There are eight residential units (four units per building). All units have three bedrooms and four bathrooms. Six of the units are 1,980 square feet; the remaining two units are 2,598 square feet.

The City Council approved the Preliminary Plat on November 2, 2021. The Planning and Zoning Commission voted on October 13, 2021 (6-0) in favor of forwarding the Preliminary Plat to the City Council with a recommendation of approval.

Key Considerations:

Staff approval of the Site Plan, Civil Plans and Building Permits signifies that the project complies with Title 10: Zoning Code, Title 11, General Plans and Subdivisions, and Title 13: Engineering Design Standards and Specifications for New Infrastructure.

However, the applicant has opted to create a condominium plat to allow the units to be sold individually (without this condominium plat, the units would be apartments). In this case, ownership is of the airspace within each unit and of the limited common elements (decks, driveways) associated with each unit. Shared areas inside each building and the spaces between the floor plates and walls are considered "common elements." Tract "A" contains all areas outside of the buildings and the limited common elements. It will be maintained by the Homeowner's Association and will be used for parking and landscaping, a driveway, open space, and easements.

The City Inter-Division Staff (IDS) approved the Preliminary Plat on August 30, 2021, and the Final Plat on February 2, 2022, based on conformance with City Code Title 11, General Plans and Subdivisions.

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives and the Regional Plan goals and policies that it meets, such as promoting economic development, providing a diversity of house types, and encouraging compact, infill development.

Expanded Options and Alternatives:

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

Attachments:

Final Plat for Beaver Street Condos (PZ-17-00187-05)
City Subdivider Agreement
Vicinity Map
Utility Notification Letters

PLOTTED: Feb 03, 2022–8:48am

DEDICATION

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

KNOW ALL PERSONS BY THESE PRESENTS: THAT HUNT BEAVER LLC (AN ARIZONA LIMITED LIABILITY COMPANY), OWNER, HAS SUBDIVIDED UNDER THE NAME BEAVER STREET CONDOS, A SUBDIVISION OF INSTRUMENT 3776077 LOCATED IN A PORTION OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF BEAVER STREET CONDOS AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF WATERLINE EASEMENTS (WE) AS SHOWN HEREON, FOR PUBLIC WATER SYSTEMS, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF WATER PIPELINES, MONITORING DEVICES, MANHOLES, VALVES, ACCESS VAULTS, AND SIMILAR FACILITIES.

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF PUBLIC NON–MOTORIZED AND GOVERNMENT ACCESS EASEMENT (PNMGAE) AS SHOWN HEREON, FOR PUBLIC ACCESS PURPOSES FOR PEDESTRIANS AND BICYCLES; AND FOR EMERGENCY, POLICE, FIRE, PUBLIC SAFETY, AND GOVERNMENTAL SERVICE ACCESS PURPOSES. GRANTOR SHALL MAINTAIN ALL IMPROVEMENTS, INCLUDING LANDSCAPING, SIDEWALK, AND TRAIL IMPROVEMENTS. GRANTOR IS RESPONSIBLE FOR SNOW REMOVAL IN THE EASEMENT AREA, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE. MOTORIZED USES AND PRIVATE IMPROVEMENTS ARE PROHIBITED IN THE EASEMENT AREA, UNLESS PERMITTED BY THE FLAGSTAFF CITY CODE OR FOR CITY OPERATIONAL PURPOSES.

GRANTOR HEREBY DEDICATES TO THE BEAVER STREET CONDOS HOME OWNERS ASSOCIATION (HOA) TRACT 'A' AS SHOWN HEREON FOR THE PURPOSES AS DESCRIBED IN THE CC&RS. TRACT 'A' IS HEREBY RESERVED BY HUNT BEAVER LLC AS A PRIVATE UTILITY EASEMENT FOR UTILITY SERVICES TO THE UNITS AND LANDSCAPE AND IRRIGATION INSTALLATION. OTHER UTILITIES SHALL HAVE THE RIGHT TO LOCATE, OPERATE, REPAIR, REPLACE, ALTER AND MAINTAIN UNDERGROUND UTILITY SERVICES OF ALL TYPES, AND SHALL HAVE THE RIGHT TO INGRESS AND EGRESS ACROSS SAID TRACT FOR SUCH WORK, AND MAY REMOVE, ALTER OR MAINTAIN VEGETATION, IMPROVEMENTS, OR OBSTRUCTIONS WITHIN THE LIMITS OF THE REAL PROPERTY SUBJECT TO THIS TRACT THAT CONFLICT WITH THE UTILITY USES.

GRANTOR HEREBY DEDICATED TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY UNS GAS, INC. ITS SUCCESSORS AND ASSIGNS ALL AREAS ON THIS PLAT MARKED "WATERLINE EASEMENT", TRACT 'A', THE PROPERTY DESIGNATED AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THIS PLAT FOR "PUBLIC NON–MOTORIZED AND GOVERNMENT ACCESS EASEMENT", AS A UTILITY EASEMENT TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

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

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

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

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

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

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

BY: HUNT BEAVER LLC

BY: _____
STEVEN MUSCARELLA
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF ARIZONA
SS.
COUNTY OF _____

ON THIS _____ DAY OF _____, 20__, BEFORE ME PERSONALLY APPEARED _____, THE _____, AN _____ FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTION EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT.

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY OF FLAGSTAFF CERTIFICATION

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

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

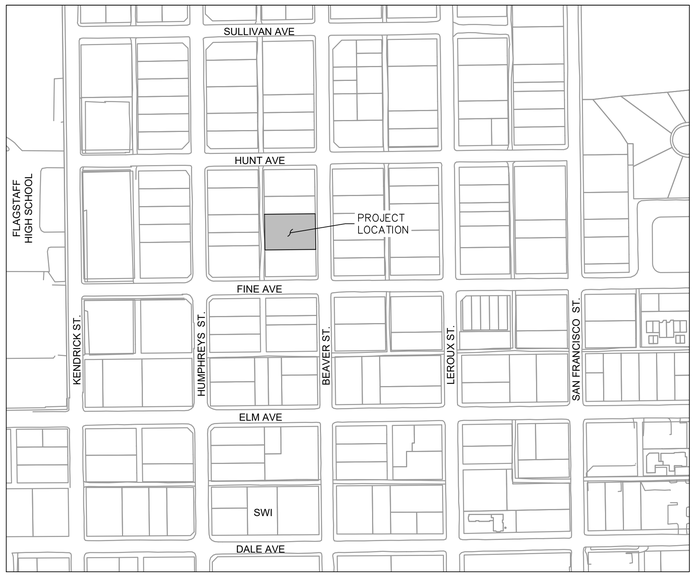
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE CITY OF FLAGSTAFF PLANNING DIRECTOR AND CITY ENGINEER, ON THE ___ DAY OF _____, 20__.

BY: _____
PLANNING DIRECTOR

BY: _____
CITY ENGINEER

FINAL PLAT
FOR
BEAVER STREET CONDOS
FLAGSTAFF, ARIZONA

LOTS 6, 7, 8, AND 9 OF BLOCK 75 ACCORDING TO THE PLAT OF THE NORTHEAST ADDITION TO THE TOWNSITE OF FLAGSTAFF, BOOK 1 OF MAPS, PAGE 33, OFFICIAL RECORDS OF COCONINO COUNTY.
LOCATED IN SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

UTILITY APPROVALS

ALTICE USA

SANFORD YAZZIE (BY LETTER) 12/21/2021
BY: DATE:

ARIZONA PUBLIC SERVICE

RYAN WEISNER (BY LETTER) 01/25/2022
BY: DATE:

UNISOURCE ENERGY SERVICES

MARTIN CONBOY (BY LETTER) 01/31/2022
BY: DATE:

CENTURYLINK

KEVIN WAGNER (BY LETTER) 01/19/2022
BY: DATE:

UTILITY COMPANY CONTACTS

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

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

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

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

A.R.S. 33–1212. UNIT BOUNDARIES
EXCEPT AS PROVIDED BY THE DECLARANT

1. IF WALLS ARE DESIGNATED AS BOUNDARIES OF A UNIT, ALL LATH FURRING, WALLBOARD, PLASTERBOARD, PLASTER, PANELING, TILES, WALL PAPER, PAINT, AND ANY OTHER MATERIALS CONSTITUTING AS PART OF THE FINISHED SURFACE ARE A PART OF THE UNIT, AND ALL OTHER PORTIONS OF THE WALLS ARE PART OF THE COMMON ELEMENT.
2. IF ANY DUCT, WIRE, CONDUIT, BEARING WALL, BEARING COLUMN, OR OTHER FIXTURE LIES PARTIALLY WITH IN THE AND PARTIALLY OUTSIDE THE DESIGNATED BOUNDARIES OF A UNIT, ANY PORTION SERVING MORE THAN ONE UNIT OR ANY PORTION OF THE COMMON ELEMENTS IS A PART OF THE COMMON ELEMENTS.
3. ALL SPACES, INTERIOR PARTITIONS AND OTHER FIXTURES AND IMPROVEMENT WITHIN THE BOUNDARIES OF A UNIT ARE 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 UNITS BOUNDARIES ARE LIMITED COMMON ELEMENTS ALLOCATED EXCLUSIVELY TO THAT UNIT.

PROJECT OWNER/DEVELOPER:

HUNT BEAVER LLC
352 BALBOA CIR
CAMARILLO, CA 93012

PROJECT ENGINEER:

SHEPHARD–WESNITZER, INC.
STEPHEN IRWIN, PE #58405
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT SURVEYOR:

SHEPHARD–WESNITZER, INC.
AARON BORLING, RLS #48756
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT DEVELOPMENT INFORMATION:

T4 NEIGHBORHOOD 1 (T4N.1)

PERMITTED MAX. HEIGHT = 45' (OVERALL)
PROPOSED MAX. HEIGHT = 45' (OVERALL)

PERMITTED MAX. STORIES = 3.5 STORIES
PROPOSED NUMBER OF FLOORS = 3 STORIES

MINIMUM REQUIRED SETBACKS:
FRONT=15' MIN
SIDE=5' MIN, 12' MIN (COMBINED)
REAR=15'

PROJECT INFORMATION

BEAVER STREET CONDOS
613 N. BEAVER STREET
FLAGSTAFF, AZ 86001

ASSESSOR'S PARCEL NO. 101–07–003A

GROSS/NET ACREAGE: 0.326 ACRES
TRACT 'A' ACREAGE: 0.202 ACRES

TRACT 'A' SHALL CONTAIN ALL PORTIONS OF THE SUBJECT PARCEL OTHER THAN THE CONDOMINIUM UNITS AND IS DEDICATED HEREON TO THE OWNER'S ASSOCIATION AS COMMON AREA/OPEN SPACE, LIMITED COMMON ELEMENTS, COMMON ELEMENTS, AND FOR THE PURPOSES AS DESCRIBED IN THE CC&RS.

1. THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41–90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR 'BEAVER STREET CONDOS' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT, RECORDED UNDER INSTRUMENT #_____.
5. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.
6. TOPOGRAPHIC, BOUNDARY, AND EXISTING EASEMENT INFORMATION BASED ON AN RESULTS OF SURVEY PROVIDED BY SHEPHARD–WESNITZER, INC., INSTRUMENT NO. 3904109, OFFICIAL RECORDS OF COCONINO COUNTY.

LEGAL DESCRIPTION

ASSESSOR'S PARCEL NUMBER 101–07–003A ACCORDING TO INSTRUMENT NUMBER 3904110, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

FEMA FLOODPLAIN

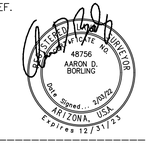
THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6809G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

RESOURCE PRESERVATION

THE PROJECT DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE AND DOES NOT REQUIRE A RESOURCE PROTECTION PLAN.

CERTIFICATE OF LAND SURVEYOR

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



REGISTERED LAND SURVEYOR
_____

C.O.F. Project #PZ-17-00187

FLAGSTAFF ARIZONA

BEAVER STREET CONDOS

COVER SHEET

JOB NO:	21134
DATE:	FEB 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	AOB

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

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CVR

SHT NO. 1 OF 2

FILE: P:\2021\21134\DRAWINGS\PLATS\FINAL\COVER SHEET.DWG CPHAM

PLOTTED: Feb 03, 2022-8:48am

APN 101-07-009
SHAH PANNA
INST. #3298137
(NOT A PART)

APN 101-07-008
KERR ROBBIE REVOCABLE
TRUST DTD 04-29-21
INST. #3914022
(NOT A PART)

APN 101-07-007
WONG STEPHEN NORMAN LIVING
TRUST DTD 05-17-95
INST. #3920819
(NOT A PART)

APN 101-07-002
FEATHERED STAR LLC
INST. #3252966
(NOT A PART)

2" ALUMINUM CAP MARKED "RLS 48756"

FOUND ALUMINUM CAP MARKED "LS 18297"

S 69°08'00" E 141.99'

UNIT 8 DRIVEWAY (L.C.E.) 279 SF

UNIT 7 DRIVEWAY (L.C.E.) 254 SF

UNIT 6 DRIVEWAY (L.C.E.) 255 SF

UNIT 5 DRIVEWAY (L.C.E.) 255 SF

TRACT "A"

UNIT 8 624 SF

UNIT 7 624 SF

UNIT 6 624 SF

UNIT 5 624 SF

UNIT 8 PORCH (L.C.E.) 141 SF

UNIT 7 PORCH (L.C.E.) 138SF

UNIT 6 PORCH (L.C.E.) 138 SF

UNIT 5 PORCH (L.C.E.) 139 SF

N 20°52'02" E 77.25'

N 20°47'32" E 100.02'

N 20°51'52" E 95.03'

S 20°48'45" W 100.02'

N 20°48'45" E 360.04'

UNIT 4 824 SF

UNIT 3 624 SF

UNIT 2 624 SF

UNIT 1 824 SF

UNIT 4 PORCH (L.C.E.) 228 SF

UNIT 3 PORCH (L.C.E.) 168 SF

UNIT 2 PORCH (L.C.E.) 168 SF

UNIT 1 PORCH (L.C.E.) 227 SF

COMMON ELEMENT FIRE RISER ROOM 12 SF

PUBLIC NON-MOTORIZED AND GOVERNMENT ACCESS EASEMENT (PNMGAE)

WATERLINE EASEMENT (W.E.)

COMMON ELEMENT FIRE RISER ROOM

COMMON ELEMENT SHARED DRIVEWAY 3079 SF

L=7.38, R=4.52
Δ=93°36'45"

N 69°12'01" W 60.23'

S 69°11'57" E 88.21'

N 69°08'12" W 141.96'

S 69°07'58" E 46.49'

UNNAMED ALLEY

N. BEAVER STREET

105.01'

25.00'

2" ALUMINUM CAP MARKED "RLS 48756"

TRACT "A"

BLOCK 75 OF THE NORTHEAST ADDITION
TO THE TOWNSITE OF FLAGSTAFF
BOOK 1 OF MAPS, PAGE 33

16.00' ALLEY

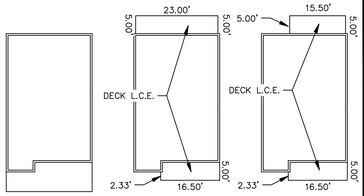
APN 101-07-006A
120 WEST FINE LLC
INST. #3560206
(NOT A PART)

APN 101-07-005
BEAVER & FINE DEVELOPMENT LLC
INST.#3266296
(NOT A PART)

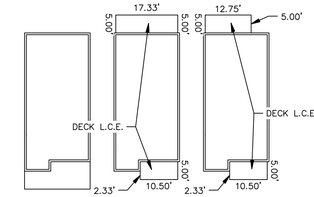
W. FINE AVENUE
N 69°08'12" W 349.84'
BASIS OF BEARING

3" BC MARKED
'ADOT HIGHWAY DIVISION'

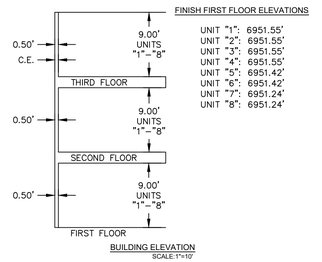
FOUND 2" ALUMINUM CAP MARKED 'LS 18297'



FLOOR PLAN
UNITS "1 & 4"



FLOOR PLAN
UNITS "2,3,5,6,7, & 8"



BUILDING ELEVATION
SCALE:1"=10'

ABBREVIATION LEGEND

SF	SQUARE FOOTAGE
FFE	FINISHED FLOOR ELEVATION
L.C.E.	LIMITED COMMON ELEMENT
C.E.	COMMON ELEMENT

LEGEND

- EX. LOT LINE
- PROJECT BOUNDARY
- ADJACENT PARCEL LINE
- CENTERLINE
- EASEMENT
- UNIT BOUNDARY
- TRACT 'A'
- WATERLINE EASEMENT (WL)
- PUBLIC NON-MOTORIZED AND GOVERNMENT ACCESS EASEMENT (PNMGAE)
- CENTERLINE FOUND ALUMINUM CAP MARKED 'LS 18297'
- INTERIOR LOT CORNER TO BE SET UPON COMPLETION OF CONSTRUCTION
- 2" ALUMINUM CAP 'RLS 48756'

SCALE 1" : 10'
0 5 10

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed... 1/28/22
ARIZONA, USA
Expires 12/31/23

C.O.F. Project #PZ-17-00187

FLAGSTAFF
ARIZONA

BEAVER STREET CONDOS

FINAL PLAT

JOB NO:	21134
DATE:	FEB 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	ADB

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

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig, it's the law. (ARS 40-360.21 B)
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
ARIZONA811 Arizona Blue Stake, Inc.

DRAWING NO.
FP01

SHT NO. 2 OF 2

FILE: P:\2021\21134\DRAWINGS\PLATS\FINAL\FINAL PLAT.DWG CPHAM

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 Hunt Beaver, LLC _____ Subdivider, hereinafter referred to as SUBDIVIDER.

W I T N E S S E TH

WHEREAS, Hunt Beaver, LLC (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as Beaver Street Condos, 613 N. Beaver Street, Flagstaff, AZ 80001 ; 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 Steven Muscarella, Member

Subdivider/Title Thomas Muscarella, Member

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this 31st day of January, 2022 by Christopher Jones.

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

CHRISTOPHER DAVID JONES
Notary Public - Arizona
Coconino County
Commission # 596942
My Comm. Expires Jan 13, 2025

Christopher David Jones
Notary Public

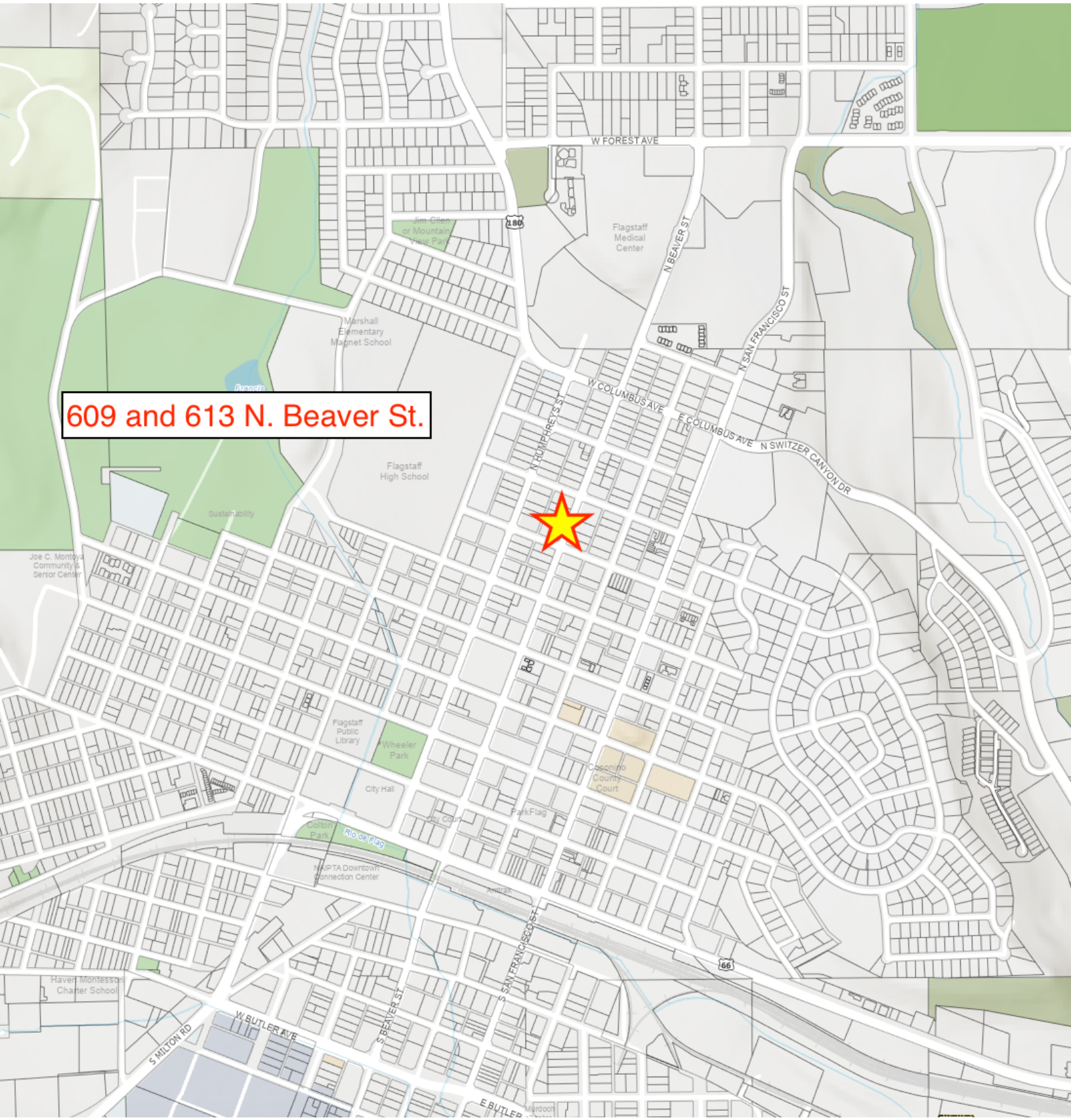
My Commission expires: 1/13/2025

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

By: _____
Mayor

ATTEST:

_____
City Clerk


609 and 613 N. Beaver St.
W FOREST AVE
N BEAVER ST
N SAN FRANCISCO ST
W COLUMBUS AVE
E COLUMBUS AVE
N SWITZER CANYON DR
N HUMPHREYS ST
Flagstaff Medical Center
Marshall Elementary Magnet School
Flagstaff High School
Joe C. Montoya Community & Senior Center
Flagstaff Public Library
Wheeler Park
City Hall
Coconino County Court
Rio de Flag
NAIPTA Downtown Connection Center
Amtrak
S SAN FRANCISCO ST
S BEAVER ST
W BUTLER AVE
S MILTON RD
Haven Montessori Charter School
66
180

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8923

www.swiaz.com

Engineering an environment of excellence.

December 21, 2021 **Job #21134**

PROJECT: ***BEAVER STREET CONDOS***

UTILITY CONFLICT LETTER

TO: Altice USA

Sanford Yazzie
1601 S Plaza Way
Flagstaff, AZ 86001

FROM: Shephard Wesnitzer Inc.

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

In conformance with the City of Flagstaff development process, we have enclosed the Final Plat for the Beaver Street Condos Project prepared by Shephard-Wesnitzer. The site is located north of the intersection of North Beaver Street and West Fine Avenue.

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

_____ APPROVED WITHOUT COMMENT

X APPROVED WITH COMMENT, AS FOLLOWS

_____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

Suddenlink/Altice existing facilities are located on the poles with APS on the entire project in the alley.

SIGNED: Sanford Yazzie **TITLE:** Supervisor Operations Construction

AGENCY: Suddenlink/Altice **DATE:** 01-24-2022

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8923

www.swiaz.com

Engineering an environment of excellence.

December 21, 2021 **Job #21134**

PROJECT: ***BEAVER STREET CONDOS***

UTILITY CONFLICT LETTER

TO: APS

Chad Brooks
2200 E. Huntington
Flagstaff, AZ 86004

FROM: Shephard Wesnitzer Inc.

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

In conformance with the City of Flagstaff development process, we have enclosed the Final Plat for the Beaver Street Condos Project prepared by Shephard-Wesnitzer. The site is located north of the intersection of North Beaver Street and West Fine Avenue.

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

_____ APPROVED WITHOUT COMMENT

_____ APPROVED WITH COMMENT, AS FOLLOWS

_____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

Please see attached.

SIGNED: Chad Brooks **TITLE:** CPR SR

AGENCY: APS **DATE:** 1-22-2022

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

A subsidiary of Pinnacle West Capital Corporation

Station 4423
2200 E Huntington DR
Flagstaff, AZ 86004
www.aps.com

January 25, 2022,

Re: BEAVER STREET CONDOS

SHEPHARD-WESNITZER INC.
110 W. Dale Ave.
Flagstaff, AZ 86001

Dear Cassandra,

Thank you for your recent request for a utility conflict check. Please complete the attached Map Request, and e-mail it to the e-mail address on the form (mapprint@apsc.com). Once APS receives a completed Map Request, you should receive the map or maps by email within 5-7 business days.

The APS maps show facility locations adjacent to or within the property shown on the proposed plans we received from you. Please review these maps for possible conflicts. The utility locations are approximate only and are not reliable for construction purposes. It is important to note that there may be additional conflicts in existence due to recent construction that are not shown on the current maps you receive.

Please be advised that it is the responsibility of the customer to maintain proper clearances and blue stake prior to digging. For actual conditions, please contact the Arizona Blue Stake Center at 602-263-1100.

Also enclosed is APS's General Design Guidelines for Proposed Improvements in APS Transmission ROW Please review this document carefully.

If I can be of further assistance, please do not hesitate to call me at 602-371-5770. Further information is also available on the APS Construction Services at:

www.aps.com/construction

Sincerely,

Chad Brooks

Chad Brooks
Customer Project Representative SR
Flagstaff Construction

Enclosures

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8923

www.swiaz.com

Engineering an environment of excellence.

December 21, 2021 **Job #21134**

PROJECT: ***BEAVER STREET CONDOS***

UTILITY CONFLICT LETTER

TO: Centurylink

Manual Hernandez
112 N Beaver St.
Flagstaff, AZ 86001

FROM: Shephard Wesnitzer Inc.

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

In conformance with the City of Flagstaff development process, we have enclosed the Final Plat for the Beaver Street Condos Project prepared by Shephard-Wesnitzer. The site is located north of the intersection of North Beaver Street and West Fine Avenue.

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

_X_ APPROVED WITHOUT COMMENT

_____ APPROVED WITH COMMENT, AS FOLLOWS

_____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

SIGNED: Kevin S. Wagner **TITLE:** Project Manager

AGENCY: Terra Technologies / Lumen **DATE:** January 19, 2022

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8923

www.swiaz.com

Engineering an environment of excellence.

December 21, 2021 **Job #21134**

PROJECT: ***BEAVER STREET CONDOS***

UTILITY CONFLICT LETTER

TO: Unisource

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

FROM: Shephard Wesnitzer Inc.

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

In conformance with the City of Flagstaff development process, we have enclosed the Final Plat for the Beaver Street Condos Project prepared by Shephard-Wesnitzer. The site is located north of the intersection of North Beaver Street and West Fine Avenue.

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

_____ APPROVED WITHOUT COMMENT

__X__ APPROVED WITH COMMENT, AS FOLLOWS

_____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

UNS Gas, Inc. is okay with the new dedication language as stated in the email dated 1/31/2022 10:08 AM.

We have no further comments on the proposed final plat for the Beaver Street Condos.

SIGNED: _____ **TITLE:** _____

AGENCY: _____ **DATE:** _____

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jeff Bauman, Traffic Engineer
Date:	02/18/2022
Meeting Date:	03/01/2022

TITLE:

Consideration and Approval of Contracts: Purchase Contracts for Dark Skies Streetlight Code Compliant Luminaires from Arizona Electrical Supply, Border States Electric Supply, Crossroads LED, Voss Lighting and Wesco Distribution, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the Purchase Contracts for Dark Skies Streetlight Code Compliant Luminaires with Arizona Electrical Supply, Border States Electric Supply, Crossroads LED, Voss Lighting and Wesco Distribution, Inc.; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Street Lighting to Enhance Dark Skies (SLEDS) Project's primary objective was to find a solution to Flagstaff's street lighting replacement needs while balancing dark skies, safety and maintenance/cost effectiveness objectives.

The SLEDS Project was the result of several years of discussions between the City and the local observatories (USNOFS and Lowell Observatory) and the Dark Skies Coalition, starting in May 2012. At that time, the City found itself in a lighting predicament as Low Pressure Sodium (LPS), the preferred lighting source since 1989, was becoming increasingly more expensive to purchase, quality replacement parts were becoming more difficult to acquire and the City was experiencing structural failures of the pole/mast arm connection due to the size and weight of the LPS fixture, especially in wind prone areas.

In June 2015, Council approved an Inter-Governmental Agreement (IGA) with ADOT to secure funding for the SLEDS Project. This was in the form of $100K (FY16) to hire a Consultant Team and $200K (FY16) for test fixtures to support the Consultant Team's work. All of this funding coming from the Federal Highway Administration (FHWA), through AZ Department of Transportation (ADOT) and Flagstaff MetroPlan, Surface Transportation Program (STP).

The following excerpt from the SLEDS Request for Proposals summarizes the projects direction and goals: "The City seeks cost effective replacement technologies that (1) maintain or approximate current lighting levels and (2) do not adversely impact the City's dark sky natural resource or the missions of the Lowell Observatory and the U.S. Naval Observatory. In consideration of cost effectiveness, the City seeks to utilize existing light pole infrastructure."

In September 2015, the Consultant Team, led by Monrad Engineering, was awarded a one year and $100,000 contract to conduct applied research in order to develop a replacement strategy for the City's increasingly obsolete LPS streetlights with newer technology (LED). This contract was previously

modified to a total amount of $141,000.

The SLEDS Project has been an opportunity for Flagstaff to demonstrate to other municipalities an innovative lighting solution for dark sky preservation with Light Emitting Diode (LED) technology that achieves municipal objectives for safety and cost effectiveness and astronomical objectives for maintaining dark skies. This has helped guide the SLEDS team as we worked towards a Flagstaff lighting solution.

Staff presented a summary of the SLEDS program along with an anticipated budget to replace all of the luminaires in Flagstaff to the Citizen's Transportation Tax Commission (CTTC) in early 2018. The Dark Skies lighting project was included in the CTTC's proposed program which was recommended by the City Council to be on the November 2018 ballot. In November 2018 Flagstaff voters passed Proposition 419 which identified $8,000,000 for Dark Skies lighting replacements.

In late 2020 the Flagstaff City Council adopted new Engineering Standards developed through the SLEDS project. These standards are the basis for this purchase contract for LED luminaires.

The Dark Skies Lighting Project is budgeted at $2.6M for FY21/22 for the luminaires. The allocated budget will be spent amongst the five contractors for the specified luminaires they are being awarded. The contracts are an annual renewal term and will be subject to the annual allocated budget for the corresponding fiscal year budget of each renewal.

Financial Impact:

Transportation Tax - Proposition 419 (048-10-119-3459-6-4447) has allocated funding over multiple fiscal years for the complete replacement of the City's roadway lighting system. This includes LED luminaires, new photocells, and new mast arms where appropriate per design specifications.

Policy Impact:

The purchase of modern Dark Skies friendly LED street lighting equipment will support the mission of the City of Flagstaff to protect and enhance the quality of life for all by providing the correct lighting levels that balance public safety, dark skies objectives, and comfortable neighborhood lighting levels.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community by ensuring the built environment is safe through the use of consistent standards. Sustainable, Innovative Infrastructure by delivering outstanding services to residents through a healthy, well maintained infrastructure system. Livable Community by providing amenities that support a healthy lifestyle. Environmental Stewardship by actively managing and protecting environmental and natural resources. High quality dark skies friendly street lighting promotes safety on our transportation system, provides a healthier nighttime environment for our residents by reducing residential light trespass and overall reducing the visual sky glow impacts of the municipal lighting system.

Carbon Neutrality Plan

Community Resilience by strengthening existing community systems to create resilience to both short-term shocks and long-term change by incorporating modern long life solid state lighting systems. Decreased dependence on cars by creating inclusive networks for walking and biking that are reliably well illuminated during the nighttime hours.

Regional Plan

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic section, and core element of community character. Policy E&C.5.1. Evaluate the impacts

of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decision or changes, and proposed transportation developments within the region.

Has There Been Previous Council Decision on This:

There has not been any previous decisions made regarding the purchase of replacement street lighting equipment, however these contracts are built upon the recently completed Street Lighting to Enhance Dark Skies (SLEDS) project that led to the City's adoption of new Dark Skies LED roadway lighting engineering standards.

Options and Alternatives:

- Award the Purchase Contracts to all five contractors as submitted.
- Award Purchase Contracts to a portion of the contractors.
- Do not award the Purchase Contracts and direct staff to re-solicit with a revised scope of work.
- Do not award the Purchase Contracts and direct staff to not procure luminaires.

Background/History:

On December 8, 2021, Procurement staff posted an Invitation for Bids (IFB) for Streetlight Code Compliant Luminaires on the City's PlanetBids electronic bidding platform, and advertised the IFB December 12 and 19, 2021 in the Arizona Daily Sun. On January 11, 2022, the City received five Bids. City Staff had discussions resulting in the request to award contracts to all five contractors that submitted bids. These contractors are deemed qualified to provide the selected products. City staff is requesting approval of award of the Purchase Contracts to the following Contractors:

- Arizona Electrical Supply
- Border States Electric Supply
- Crossroads LED
- Voss Lighting
- Wesco Distribution, Inc.

Attachments:

Arizona Electric Contract
Exhibit A - Arizona Electric Quote
Border States Contract
Exhibit A - Border States Quote
Crossroads LED Contract
Exhibit A - Crossroads LED Quote
Voss Lighting Contract
Exhibit A - Voss Lighting Quote
Wesco Contract
Exhibit A - Wesco Quote

CONTRACT FOR MATERIALS AND SERVICES
FOR THE CITY OF FLAGSTAFF
Contract No. 2022-31

This Contract is entered into this _____ day of _____, 2022, by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Consolidated Electrical Distributors, an Arizona corporation DBA Arizona Electric Supply ("Contractor").

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

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

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

   Streetlight Code Compliant Luminaires

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

2. Compensation: Contractor shall be compensated for work performed under the Bid schedule and work performed under purchase order section identified in the Scope of Work attached hereto as *Exhibit A*. Payment shall be compensation in full for all terms necessary to provide a complete project with respect to each Bid item, purchase order, or amendment to the project.

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

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in *Exhibit C.*

5. Contract Term: The Contract term is for a period of one (1) year, commencing on the date that both Parties sign the Contract.

6. Extension or Renewal: The Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

7. Partial Award: The City reserves the right to have multiple contracts with vendors by Bid schedule, individual line item, by group of line items, or as a total, whichever is deemed in the best interest to the City.

8. Notice: Any notice required under the Contract shall be in writing sent by certified mail and email:

   To the City:
   Emily Markel
   Senior Procurement Specialist
   City of Flagstaff
   211 W. Aspen Ave.
   Flagstaff, AZ 86001
   emarkel@flagstaffaz.gov

   To Contractor:
   David Dillman
   Manager
   Arizona Electrical Supply
   807 West Broadway Road
   Mesa, AZ 85210

With a copy to:
Steven Hill
Public Works Streets Section
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Steven.Hill@flagstaffaz.gov

With a copy to:
Jeff Bauman
Traffic Engineer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
jbauman@flagstaffaz.gov

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

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

See Attached Scope of Work/Bid Sheet

EXHIBIT B

STANDARD TERMS AND CONDITIONS

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

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

3. **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.

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

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

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

MATERIALS

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

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

19. **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, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. **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 the 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.

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

22. **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 the City.

23. **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 the City.

24. **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 the City or fees and charges owed to the City under the Contract.

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

SERVICES

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

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

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

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

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

31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at

Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

35. PUBLIC RECORDS: The 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.

36. 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

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense

arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

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

41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the 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 the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have 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.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the 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.

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

49. **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's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract 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

51. TERMINATION FOR DEFAULT: Prior to terminating the 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 to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the 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. The 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.

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

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

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the 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 the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

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

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

58. CANCELLATION FOR GRATUITIES: The City may cancel the 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 in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

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

62. NOTICES: All notices given pursuant to the 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 days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

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

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

67. FORCE MAJUERE:

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

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

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

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

CITY OF FLAGSTAFF

STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

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 the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

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

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

   e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The 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.

6. OTHER INSURANCE REQUIREMENTS: The insurance 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, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the 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 policy 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/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies 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 the Contract.

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

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or 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 Procurement Agent and shall reference the Contract Number.

8. **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 Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the 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 Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **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 the Contract. 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 the Contract.

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

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

Solicitation No. 2022-31
Senior Procurement Specialist: Emily Markel
PH: (928) 213-2276

CITY OF FLAGSTAFF

Streetlight Code Compliant Luminaires

BID NUMBER 2022-31

BID FORM

Price per unit for a minimum of 25 units order per style of luminary.

		Manufacturer	Crossroads	Price Per Unit
		Brand	Crossroads	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	ASTROPHILE, 4000-PS1828-45-590	
1B	NBA	2000	ASTROPHILE, 4000-PS1828-45-590-III	
2	NBA	4000	ASTROPHILE, 4000-PS1828-90-590	
3	NBA	7500	ASTROPHILE, 4000-PS1828-125-590	
4	PCA	11250	ASTROPHILE, 4000-EPH58-100-1650	

		Manufacturer	Cooper	Price Per Unit
		Brand	Cooper	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	COOPER, NVN-SA2A-AMB-U-SL2-AP-20K-PR7-10X	
1B (3)	NBA	2000	COOPER, NVN-SA2A-AMB-U-SL3-AP-20K-PR7-10X	
2	NBA	4000	COOPER, NVN-SA4A-AMB-U-SL2-AP-20K-PR7-10X	
3	NBA	7500	COOPER, GAN-SA8A-AMB-U-SL2-MA-AP-20K-PR7-10X	
4	PCA	11250	COOPER, GAN-SA0A-AMB-U-SL2-ADJS-AP-20K-PR7-10X	

		Manufacturer	Signify	Price Per Unit
		Brand	Lumec	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	LUMEC, RFS-[108W32LEDTA-002]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	174.63
1B	NBA	2000	LUMEC, RFS-[108W32LEDTA-002]-G2-R3M-UNV-DMG-API-RCD7-SP2-GY3	174.63
2	NBA	4000	LUMEC, RFS-[145W64LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	325.36
3	NBA	7500	LUMEC, RFL-[241W112LEDTA-002]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	468.81
4	PCA	11250	LUMEC, RFL-[350W112LEDA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	580.04

		Manufacturer	American Electrical Lighting	Price Per Unit
		Brand	AEL & Lithonia	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	AEL, ATB0 P201 MVOLT R2 NL P7 RFD323775	
1B	NBA	2000	AEL, ATB0 P20X MVOLT R3 LWAMB NL P7 RFD323776	
2	NBA	4000	AEL, ATB2 P60X MVOLT R2 LWAMB NL P7 RFD323777	
3	NBA	7500	LITHONIA, DSX2 LED P4 AMBLW T2M MVOLT KMA8 PER7 DDBXD MEZ147911	
4	PCA	11250	AEL, ATB2 P60X MVOLT R2 PCAMB NL P7 RFD323778	

		Manufacturer	Hubbell	Price Per Unit
		Brand	Beacon Lighting	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	VPS/48L-45/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	
1B	NBA	2000	VPS/48L-45/AM/T3/UNV/MAF/LGS/PCR7-SC/SF2/GYS	
2	NBA	4000	VPL/80L-140/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	

Tax Rate _9.181_____

(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)

David Dillman
Signature of Person Authorized to Sign Bid

Manager
Title

David_Dillman
Printed Name

01-09-2022
Date

ARIZONA ELECTRIC SUPPLY

ARIZONA ELECTRIC SUPPLY, INC.
807 W. BROADWAY RD.
MESA AZ 85210
TEL: 480 834-8050 FAX: 480 969-4509
CONTACT: AMBER HACKETT

QUOTATION			PAGE 001 OF 001
QUOTE # 1043410	DATE 01/08/22	REV # 005	REV DATE 01/09/22
QUOTE EXPIRES 02/07/2022		PREPARED BY AH	
SLS 1508		INSL 1503	
FOB DESTINATION POINT		FREIGHT PREPAY & ALLOW	

QUOTE FOR: COD

ACCT #: JA-00400 COD

SHIP NAME: CITY OF FLAGSTAFF

CREDIT CARD & CASH SALES NON-RETURN
MESA, AZ 85210

CUS PO #: ROADWAY LTG RETROFIT

JOB NAME:

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	1,000	LUM	RFS-(108W32LEDTA-002)-G2-R2M-UNV-DMG-API	TYPE 1A	174.63	E	174,630.00
02	1,000	LUM	RFS-(108W32LEDTA-002)-G2-R3M-UNV-DMG-API	TYPA 1B	174.63	E	174,630.00
03	750	LUM	RFL-(145W64LEDTA-001)-G2-R2M-UNV-DMG-API	TYPE 2	325.36	E	244,020.00
04	750	LUM	RFL-(241W112LEDTA-002)-G2-R2M-UNV-DMG-AP	TYPE 3	468.81	E	351,607.50
05	500	LUM	RFL-(350W112LEDA-001)-G2-R2M-UNV-DMG-API	TYPE 4	580.04	E	290,020.00

	MDSE:	1,234,907.50
EST.	TAX:	113,376.86
	TOTAL:	1,348,284.36

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

Consolidated Electrical Distributors, Inc.

Cus #: COD

TERMS AND CONDITIONS

Sales:

All sales are expressly conditional on Buyer's agreement to the standard terms and conditions herein. Any of the terms and provisions of Buyer's order which are inconsistent with or in addition to the terms and conditions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after Buyer's receipt hereof, acceptance of the terms and conditions hereof by Buyer shall be indicated, and, in the absence of such notification, the sale and shipment by Seller of the merchandise covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof.

Warranties:

The goods sold by Seller are products of recognized manufacturers sold under their respective brand or trade name in accordance with their terms and conditions. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material, design, or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole obligation of Seller. Except as to title, SELLER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. Seller shall not, under any circumstances be liable for any special, direct, indirect, incidental, exemplary, liquidated, or consequential damages to persons or property arising out of or connected with the transactions contemplated hereby or the design, manufacture, subsequent sale or use of the goods, including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, cost of capital, cost of substitute products, facilities, service or replacement power, down time, costs, or claims of Buyer's customers for such damages. Seller's maximum cumulative liabiilty relative to all other claims and liabilities, including that with respect to direct damages and obligations under any indemnity, whether or not insured, will not exceed the cost of the goods or services giving rise to the claim or liability. Seller disclaims all liability relative to gratuitous information or services provided by, but not required of seller hereunder. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall indemnify and defend Seller and its suppliers against any such damages.

Delivery, Title and Risk of Loss:

Delivery dates are approximate and based upon receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title and risk of loss or damage will pass F.O.B. point of shipment to Buyer and each shipment or delivery shall be considered a separate and independent transaction.

Excusable Delays:

Seller will notify Buyer promptly of any material delay and will specify the revised delivery as soon as practicable. Seller shall not be liable for delays in delivery or performance , or for failure to manufacture, deliver or perform as a result of acts of God, fire, acts of civil or military authority, governmental priorities, strikes or other disturbances, floods, epidemics, war, riots, delays in transportation or car shortages, or inability on account of causes beyond the reasonable control of Seller to obtain necessary materials , components, services or facilities, or any other cause beyond Seller's reasonable control. In the event of any such delay there will be no termination and the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

Returns:

Merchandise is not returnable without the written consent of Seller. Requests for permission to return must be made within thirty days after receipt of shipment. Seller will assign an authorized number for approved returns which must appear on both the customer's shipping container and the related debit memo. Only current items in their original cartons standard package quantities are subject to return. All unauthorized returns will be sent back to Buyer at Buyer's expense. Return shipments must be pre-paid and shipped in accordance with the instructions set forth on the return authorization form. Credit will be issued, less any transportation charges and service charges to cover handling, inspection, counting, repacking, etc.

Payments and Financial Conditions:

Unless otherwise provided, deduct percentage cash discount shown in C/D column from total due (which is intended to include sales tax, if any is charged) if paid by 10th of the month following purchase, otherwise net payment is due by the 15th of the month following purchase.

A service charge of 1 1/2% per month, but not to exceed the highest amount allowed by applicable state law, shall be made on all sums due Seller which have not been paid within thirty (30) days from the invoice date, and Buyer agrees to promptly pay said service charge If Seller commences litigation or employs attorneys to collect payment of any amounts due it from Buyer, Buyer agrees to pay reasonable attorney's sums which may be due.

Except to the extent otherwise specified by Seller in its quotation, prorata payments shall become due without setoff as shipments are made. If Seller consents to delay shipment after receipt of any specially ordered products, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay , products shall be held at Buyer's risk and expense.

Any order for products by Buyer, shall constitute a representation that Buyer is solvent and has the ability to pay its obligations as they become due. In addition, upon Seller 's request, Buyer will furnish a written representation concerning its solvency at anytime prior to shipment.

If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency, or in the event any proceeding is brought against Buyer, voluntary or involuntary, under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights as they are available to it at law or in equity.

Disclosure of Information:

Any information, suggestions or ideas transmitted by Buyer to Seller in performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing and signed by a duly authorized representative of Seller.

Taxes:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale, or delivery of any product or services furnished hereunder, or to their use by Seller of Buyer, or Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

Claims Against Seller:

In order to give Seller a reasonable opportunity for investigation, any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement and /or merchandise sold hereunder shall be made in writing and delivered to Seller within (30) days after the date of sale or occurrence giving rise to the claim, whichever shall be later; otherwise such claims shall be waived. Each notice of claims shall set forth fully the facts on which the claim is based. Any action based on such claim or otherwise arising hereunder, must be commenced and prosecuted within two years after the cause of action has accrued.

General:

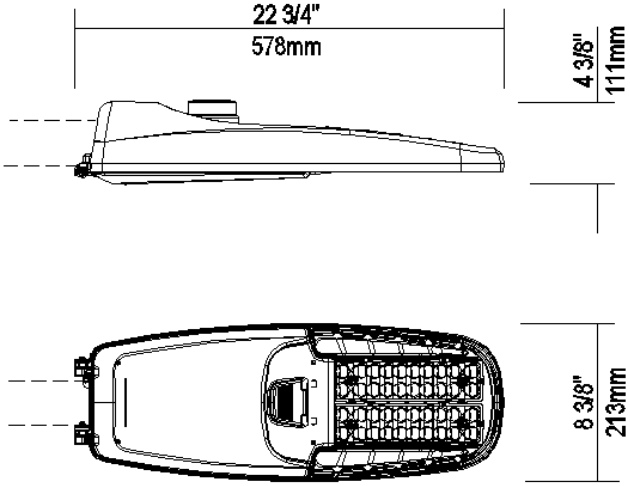
Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938 as amended and applicable. Seller will comply with applicable Federal, State, and local laws and regulations as of the date of any quotation, which relate to (i) non-segregated facilities and Equal Employment Opportunity (including the seven paragraphs appearing in Section 202 of Executive Order 11746 as amended) and (ii) Worker's Compensation. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws and regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller 's prior written consent shall be void. Any representation, promise, course of dealing or trade usage not contained or referred to herein, will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative. The validity, performance and all matters relating to the interpretation and effect of this agreement or any amendment hereto shall be governed by the Uniform Commercial Code as in effect in the state in which Seller 's place of business is located. Waiver by Seller of any default by Buyer hereunder shall not be deemed a waiver by Seller of any default by Buyer which
may thereafter occur.

Paragraph Headings:

Paragraph headings are inserted for convenience only and shall not be deemed to limit or affect the scope of the provisions contained therein .

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)



EPA: 0.52 sq ft / weight: 9.4 lb (4.3 kg)
Note: 3D image may not represent color or option selected.
Logos above include link, click to access.

		Type	**Type 1A**
Qty	**2000**	Luminaire	**RFS-[108W32LEDTA-002]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3**

Description of Components:

Housing: Made of a low copper die cast Aluminum alloy (A360), 0.100" (2.5mm) minimum thickness. Fits on a 1.66" (42mm) O.D. (1.25" NPS), 1.9" (48mm) O.D. (1.5" NPS) or 2 3/8" (60mm) O.D. (2" NPS) by 5 1/2" (140mm) minimum long tenon. Comes with a zinc plated clamp fixed by 2 zinc plated hexagonal bolts 3/8 16 UNC for ease of installation. Provides an easy step adjustment of +/- 5° tilt in 2.5º increments. Includes integral bubble level standard (always included). A quick release, tool less entry, single latch, hinged, removable door opens downward to provide access to electronic components and to a terminal block. Door is secured to prevent accidental dropping or disengagement. A clearance of 13" (330mm) at the rear is required in order to remove the door. Complete with a bird guard protecting against birds and similar intruders and an ANSI label as per C136.15-2015 to identify wattage and source (both included in box).

Light Engine: Composed of 4 main components: **Heat Sink / LED Module / Optical System / Driver**
Electrical components are RoHS compliant, IP66 sealed light engine.
LEDs tested by ISO 17025-2005 accredited lab in accordance with IESNA LM-80 guidelines, extrapolations in accordance with IESNA TM-21. Metal core board ensures greater heat transfer and longer lifespan.

Heat Sink: Built in the housing, designed to ensure high efficacy and superior cooling by natural vertical convection air flow pattern always close to LEDs and driver optimising their efficiency and life. Product does not use any cooling device with moving parts (only passive cooling). Wide openings enable natural cleaning and removal of dirt and debris. Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +40°C / +104°F.

LED Module: Composed of 32 high performance True Amber LEDs **(GY CS8PM)** . Color temperature as per ANSI/NEMA bin Amber, 1200-1600 Kelvin nominal. **Dominant wavelength min. 583 nm - typ. 590 nm - max. 595 nm.**
[108W32LEDTA-002] Driver programmed @ 700mA for delivering 2,000 lumens.

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)

Driver: High power factor of 90% min. Electronic driver, operating range 50/60 Hz. Auto-adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral, Class 2, THD of 20% max. **Driver comes with dimming compatible 0-10 volts.**

The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built-in driver surge protection of 2.5kV (min).

Driver Options: (DMG) Integrated Feature, Dimming compatible 0-10 volts. For applicable warranty, certification and operation guide see Lumec dimmable luminaire specification document for unapproved device installed by other. To get document, click on this link: Specification document or go on web site on this address: https://www.signify.com/b-dam/signify/en-us/brands/lumec/Lumec-un-approved-control-device-installed-by-others-7_d.pdf

Luminaire Options: (API), ANSI label pre-installed to identify system wattage and LED source. **(RCD7)**, Receptacle with 7 pins enabling dimming and with two extra connections for future use (these connections are capped off at the factory - requires connections to be made in the field), can be used with a twist-lock control device or photoelectric cell or a shorting cap. Use of photocell or shorting cap is required to ensure proper illumination. **(SP2)**, Integral surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure with elevated 20kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid-State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

Luminaire Useful Life: Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in-situ thermal testing in accordance with UL1598 and UL8750, System Reliability Tool. Advance data and LED manufacturer LM-80/TM-21 data, expected to reach 100,000 + hours with >L70 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion.

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)

Miscellaneous

Description of Components:

Wiring: The connection of the luminaire is done using a terminal block connector 600V, 85A for use with #2-14 AWG. wires from the primary circuit, located inside the housing. Due to the inrush current that occurs with electronic drivers, recommend using a 10Amp time delay fuse to avoid unwanted fuse blowing (false tripping) that can occur with normal or fast acting fuses.

Hardware: All exposed screws shall be complete with Ceramic primer-seal basecoat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Finish: Color to be **medium grey (GY3)** and in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 5000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

LED products manufacturing standard: The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

Vibration Resistance: The RFS meets the **ANSI C136.31, 2010**, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications (Tested 3G over 100 000 cycles).

The RFS meets the **California Test 611, Testing durability of mast arm mounted luminaires**, specifications (a 2 000 000 cycles test).

Service Tag: Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away. For more details visit: Signify.com/servicetag

Warranty: Luminaire comes with a warranty of 10 years on product and finish.

Certifications and Compliance: cULus Listed for Canada and USA. Luminaire meets DOE and MSSLC Model Specification for LED Roadway Luminaires. Small RoadFocus LED Cobra head luminaires are DesignLights Consortium qualified, consult DLC QPL to confirm your specific fixture selection is approved. Luminaire complies with or exceeds the following ANSI C136 standards: .2, .3, .10, .14, .15, .22, .25, .31, .37, .41.

Web site information details: Click on any specific information details you need: / cULus Certification

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)

2200K LED LUMEN VALUES					Type R2M		Type R3M	
Ordering Code	Total LEDs	System Current (mA)	Color Temp.	Avg System Wattage (W)	Delivered Lumens	Efficacy (Lm/W)	Delivered Lumens	Efficacy (Lm/W)
RFS-25W16LED2.2K-G2-x	16	350	2200	24.9	2572	103.3	2563	102.9
RFS-55W32LED2.2K-G2-x	32	530	2200	53	5826	109	5808	108.6
RFM-80W48LED2.2K-G2-x	48	530	2200	81	8598	106.7	8632	107.1
RFM-120W60LED2.2K-G2-x	60	650	2200	122	12624	103.5	12692	104
RFM-160W48LED2.2K-G2-x	48	1050	2200	161	15024	93.5	15083	93.8
RFL-215W96LED2.2K-G2-x	96	700	2200	207	22245	107.5	22176	107.1

LUMEC

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)

LED Wattage values

Ordering Code	Total LEDs	Average System Watts[14]	Wattage label[15]
RFS-15W12LED	12	14	10
RFS-20W12LED	12	19	20
RFS-25W12LED	12	25	20
RFS-25W16LED	16	24	20
RFS-30W16LED	16	29	30
RFS-35W16LED	16	38	40
RFS-45W16LED	16	45	50
RFS-50W16LED	16	50	50
RFS-54W16LED	16	53	50
RFS-60W16LED	16	61	60
RFS-20W20LED	20	20	20
RFS-40W20LED	20	40	40
RFS-65W20LED	20	64	60

Ordering Code	Total LEDs	Average System Watts[14]	Wattage label[15]
RFS-35W32LED	32	37	40
RFS-55W32LED	32	53	50
RFS-60W32LED	32	59	60
RFS-72W32LED	32	73	70
RFS-108W32LED	32	108	110
RFS-35W40LED	40	35	40
RFS-50W40LED	40	49	50
RFS-55W40LED	40	54	50
RFS-65W40LED	40	66	70
RFS-80W40LED	40	79	80
RFS-100W40LED	40	101	100

14. Typical values, rounded.
15. As per ANSI C136.15-2015. Consult factory for other labeling needs.

4000K LED Lumen values

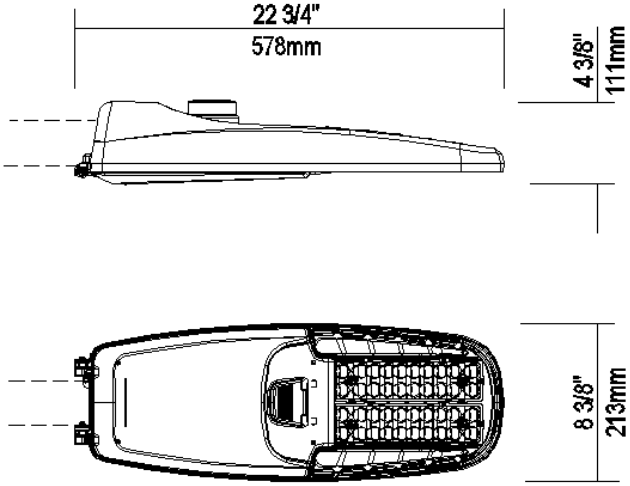
		Type R2M			Type R2S			Type R3M			Type R3S			Type 4			Type 5		
Ordering Code	Color Temp.	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
RFS-15W12LED	4000	1,863	132	B1-U0-G1	1,940	138	B1-U0-G1	1,858	132	B1-U0-G1	1,882	134	B1-U0-G1	1,849	131	B1-U0-G1	1,924	137	B1-U0-G1
RFS-20W12LED	4000	2,525	130	B1-U0-G1	2,629	136	B1-U0-G1	2,518	130	B1-U0-G1	2,552	132	B1-U0-G1	2,506	129	B1-U0-G1	2,606	134	B1-U0-G1
RFS-25W12LED	4000	2,887	116	B1-U0-G1	3,005	121	B1-U0-G1	2,878	116	B1-U0-G1	2,916	117	B1-U0-G1	2,864	115	B1-U0-G1	2,979	120	B1-U0-G1
RFS-25W16LED	4000	3,323	137	B1-U0-G1	3,458	143	B1-U0-G1	3,312	137	B1-U0-G1	3,357	139	B1-U0-G1	3,296	136	B1-U0-G1	3,429	142	B1-U0-G1
RFS-30W16LED	4000	3,764	130	B1-U0-G1	3,918	136	B1-U0-G1	3,752	130	B1-U0-G1	3,802	132	B1-U0-G1	3,735	129	B1-U0-G1	3,884	135	B1-U0-G1
RFS-35W16LED	4000	4,810	127	B1-U0-G1	5,007	132	B1-U0-G1	4,795	126	B1-U0-G1	4,859	128	B1-U0-G1	4,772	126	B1-U0-G1	4,964	131	B1-U0-G1
RFS-45W16LED	4000	5,497	121	B1-U0-G1	5,722	126	B1-U0-G1	5,480	121	B1-U0-G1	5,554	123	B1-U0-G1	5,454	121	B1-U0-G1	5,673	125	B1-U0-G1
RFS-50W16LED	4000	5,825	116	B2-U0-G1	6,064	121	B2-U0-G1	5,807	116	B2-U0-G1	5,885	117	B2-U0-G1	5,780	115	B2-U0-G1	6,012	120	B2-U0-G1
RFS-54W16LED	4000	6,356	120	B2-U0-G1	6,616	125	B2-U0-G1	6,336	120	B2-U0-G1	6,421	121	B2-U0-G1	6,306	119	B2-U0-G1	6,560	124	B2-U0-G1
RFS-60W16LED	4000	6,929	113	B2-U0-G1	7,213	118	B2-U0-G1	6,907	113	B2-U0-G1	7,000	115	B2-U0-G1	6,875	113	B2-U0-G1	7,151	117	B2-U0-G1
RFS-20W20LED	4000	2,553	130	B1-U0-G1	N/A	N/A	N/A	2,567	131	B1-U0-G1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-40W20LED	4000	5,083	128	B1-U0-G1	N/A	N/A	N/A	5,110	129	B1-U0-G1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-65W20LED	4000	7,827	122	B2-U0-G2	N/A	N/A	N/A	7,869	123	B2-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-35W32LED	4000	5,197	141	B1-U0-G1	5,410	146	B1-U0-G1	5,181	140	B1-U0-G1	5,250	142	B1-U0-G1	5,156	139	B1-U0-G1	5,364	145	B1-U0-G1
RFS-55W32LED	4000	7,528	141	B2-U0-G1	7,836	147	B2-U0-G1	7,504	140	B2-U0-G1	7,605	142	B2-U0-G1	7,469	140	B2-U0-G1	7,770	145	B2-U0-G1
RFS-60W32LED	4000	7,630	130	B2-U0-G1	7,943	136	B2-U0-G1	7,607	130	B2-U0-G1	7,709	132	B2-U0-G1	7,571	129	B2-U0-G1	7,875	134	B2-U0-G1
RFS-72W32LED	4000	9,408	129	B2-U0-G2	9,794	134	B2-U0-G2	9,379	128	B2-U0-G2	9,505	130	B2-U0-G2	9,336	128	B2-U0-G2	9,711	133	B2-U0-G2
RFS-108W32LED	4000	13,025	121	B3-U0-G2	13,559	126	B3-U0-G2	12,984	120	B3-U0-G2	13,158	122	B3-U0-G2	12,924	120	B3-U0-G2	13,443	124	B3-U0-G2
RFS-35W40LED	4000	5,472	155	B1-U0-G1	N/A	N/A	N/A	5,502	156	B1-U0-G1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-50W40LED	4000	7,319	150	B2-U0-G2	N/A	N/A	N/A	7,359	151	B2-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-55W40LED	4000	7,675	141	B2-U0-G2	N/A	N/A	N/A	7,716	142	B2-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-65W40LED	4000	9,024	137	B2-U0-G2	N/A	N/A	N/A	9,073	137	B2-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-80W40LED	4000	10,546	133	B2-U0-G2	N/A	N/A	N/A	10,603	134	B2-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-100W40LED	4000	12,861	127	B3-U0-G3	N/A	N/A	N/A	12,930	128	B3-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at signify.com/outdoorluminaires. Consult DLC QPL to confirm your specific fixture selection is DLC approved.

Note: Some data may be scaled based on tests of similar but not identical luminaries.

LUMEC

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)



EPA: 0.52 sq ft / weight: 9.4 lb (4.3 kg)
Note: 3D image may not represent color or option selected.
Logos above include link, click to access.

		Type	**Type 1B**
Qty	**300**	Luminaire	**RFS-[108W32LEDTA-002]-G2-R3M-UNV-DMG-API-RCD7-SP2-GY3**

Description of Components:

Housing: Made of a low copper die cast Aluminum alloy (A360), 0.100" (2.5mm) minimum thickness. Fits on a 1.66" (42mm) O.D. (1.25" NPS), 1.9" (48mm) O.D. (1.5" NPS) or 2 3/8" (60mm) O.D. (2" NPS) by 5 1/2" (140mm) minimum long tenon. Comes with a zinc plated clamp fixed by 2 zinc plated hexagonal bolts 3/8 16 UNC for ease of installation. Provides an easy step adjustment of +/- 5° tilt in 2.5º increments. Includes integral bubble level standard (always included). A quick release, tool less entry, single latch, hinged, removable door opens downward to provide access to electronic components and to a terminal block. Door is secured to prevent accidental dropping or disengagement. A clearance of 13" (330mm) at the rear is required in order to remove the door. Complete with a bird guard protecting against birds and similar intruders and an ANSI label as per C136.15-2015 to identify wattage and source (both included in box).

Light Engine: Composed of 4 main components: **Heat Sink / LED Module / Optical System / Driver**
Electrical components are RoHS compliant, IP66 sealed light engine.
LEDs tested by ISO 17025-2005 accredited lab in accordance with IESNA LM-80 guidelines, extrapolations in accordance with IESNA TM-21. Metal core board ensures greater heat transfer and longer lifespan.

Heat Sink: Made of cast aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

LED Module: Composed of 32 high performance True Amber LEDs **(GY CS8PM)** . Color temperature as per ANSI/NEMA bin Amber, 1200-1600 Kelvin nominal. **Dominant wavelength min. 583 nm - typ. 590 nm - max. 595 nm.**
[108W32LEDTA-002] Driver programmed @ 700mA for delivering 2,000 lumens.

Driver: High power factor of 90% min. Electronic driver, operating range 50/60 Hz. Auto-adjusting universal voltage input

from 120 to 277 VAC rated for both application line to line or line to neutral, Class 2, THD of 20% max. **Driver comes with dimming compatible 0-10 volts.**

The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built-in driver surge protection of 2.5kV (min).

Driver Options: (DMG) Integrated Feature, Dimming compatible 0-10 volts. For applicable warranty, certification and operation guide see Lumec dimmable luminaire specification document for unapproved device installed by other. To get document, click on this link: Specification document or go on web site on this address: https://www.signify.com/b-dam/signify/en-us/brands/lumec/Lumec-un-approved-control-device-installed-by-others-7_d.pdf

Luminaire Options: (API), ANSI label pre-installed to identify system wattage and LED source. **(RCD7)**, Receptacle with 7 pins enabling dimming and with two extra connections for future use (these connections are capped off at the factory - requires connections to be made in the field), can be used with a twist-lock control device or photoelectric cell or a shorting cap. Use of photocell or shorting cap is required to ensure proper illumination. **(SP2)**, Integral surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure with elevated 20kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid-State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

Luminaire Useful Life: Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in-situ thermal testing in accordance with UL1598 and UL8750, System Reliability Tool. Advance data and LED manufacturer LM-80/TM-21 data, expected to reach 100,000 + hours with >L70 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion.

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)

Miscellaneous

Description of Components:

Wiring: The connection of the luminaire is done using a terminal block connector 600V, 85A for use with #2-14 AWG. wires from the primary circuit, located inside the housing. Due to the inrush current that occurs with electronic drivers, recommend using a 10Amp time delay fuse to avoid unwanted fuse blowing (false tripping) that can occur with normal or fast acting fuses.

Hardware: All exposed screws shall be complete with Ceramic primer-seal basecoat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Finish: Color to be **medium grey (GY3)** and in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 5000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

LED products manufacturing standard: The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

Vibration Resistance: The RFS meets the **ANSI C136.31, 2010**, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications (Tested 3G over 100 000 cycles).

The RFS meets the **California Test 611, Testing durability of mast arm mounted luminaires**, specifications (a 2 000 000 cycles test).

Service Tag: Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away. For more details visit: Signify.com/servicetag

Warranty: Luminaire comes with a warranty of 10 years on product and finish.

Certifications and Compliance: cULus Listed for Canada and USA. Luminaire meets DOE and MSSLC Model Specification for LED Roadway Luminaires. Small RoadFocus LED Cobra head luminaires are DesignLights Consortium qualified, consult DLC QPL to confirm your specific fixture selection is approved. Luminaire complies with or exceeds the following ANSI C136 standards: .2, .3, .10, .14, .15, .22, .25, .31, .37, .41.

Web site information details: Click on any specific information details you need: / cULus Certification

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)

2200K LED LUMEN VALUES					Type R2M		Type R3M	
Ordering Code	Total LEDs	System Current (mA)	Color Temp.	Avg System Wattage (W)	Delivered Lumens	Efficacy (Lm/W)	Delivered Lumens	Efficacy (Lm/W)
RFS-25W16LED2.2K-G2-x	16	350	2200	24.9	2572	103.3	2563	102.9
RFS-55W32LED2.2K-G2-x	32	530	2200	53	5826	109	5808	108.6
RFM-80W48LED2.2K-G2-x	48	530	2200	81	8598	106.7	8632	107.1
RFM-120W60LED2.2K-G2-x	60	650	2200	122	12624	103.5	12692	104
RFM-160W48LED2.2K-G2-x	48	1050	2200	161	15024	93.5	15083	93.8
RFL-215W96LED2.2K-G2-x	96	700	2200	207	22245	107.5	22176	107.1

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)

LED Wattage values

Ordering Code	Total LEDs	Average System Watts[14]	Wattage label[15]
RFS-15W12LED	12	14	10
RFS-20W12LED	12	19	20
RFS-25W12LED	12	25	20
RFS-25W16LED	16	24	20
RFS-30W16LED	16	29	30
RFS-35W16LED	16	38	40
RFS-45W16LED	16	45	50
RFS-50W16LED	16	50	50
RFS-54W16LED	16	53	50
RFS-60W16LED	16	61	60
RFS-20W20LED	20	20	20
RFS-40W20LED	20	40	40
RFS-65W20LED	20	64	60

Ordering Code	Total LEDs	Average System Watts[14]	Wattage label[15]
RFS-35W32LED	32	37	40
RFS-55W32LED	32	53	50
RFS-60W32LED	32	59	60
RFS-72W32LED	32	73	70
RFS-108W32LED	32	108	110
RFS-35W40LED	40	35	40
RFS-50W40LED	40	49	50
RFS-55W40LED	40	54	50
RFS-65W40LED	40	66	70
RFS-80W40LED	40	79	80
RFS-100W40LED	40	101	100

14. Typical values, rounded.
15. As per ANSI C136.15-2015. Consult factory for other labeling needs.

4000K LED Lumen values

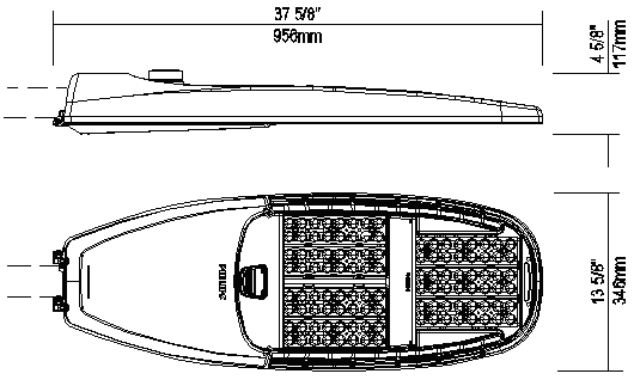
		Type R2M			Type R2S			Type R3M			Type R3S			Type 4			Type 5		
Ordering Code	Color Temp.	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
RFS-15W12LED	4000	1,863	132	B1-U0-G1	1,940	138	B1-U0-G1	1,858	132	B1-U0-G1	1,882	134	B1-U0-G1	1,849	131	B1-U0-G1	1,924	137	B1-U0-G1
RFS-20W12LED	4000	2,525	130	B1-U0-G1	2,629	136	B1-U0-G1	2,518	130	B1-U0-G1	2,552	132	B1-U0-G1	2,506	129	B1-U0-G1	2,606	134	B1-U0-G1
RFS-25W12LED	4000	2,887	116	B1-U0-G1	3,005	121	B1-U0-G1	2,878	116	B1-U0-G1	2,916	117	B1-U0-G1	2,864	115	B1-U0-G1	2,979	120	B1-U0-G1
RFS-25W16LED	4000	3,323	137	B1-U0-G1	3,458	143	B1-U0-G1	3,312	137	B1-U0-G1	3,357	139	B1-U0-G1	3,296	136	B1-U0-G1	3,429	142	B1-U0-G1
RFS-30W16LED	4000	3,764	130	B1-U0-G1	3,918	136	B1-U0-G1	3,752	130	B1-U0-G1	3,802	132	B1-U0-G1	3,735	129	B1-U0-G1	3,884	135	B1-U0-G1
RFS-35W16LED	4000	4,810	127	B1-U0-G1	5,007	132	B1-U0-G1	4,795	126	B1-U0-G1	4,859	128	B1-U0-G1	4,772	126	B1-U0-G1	4,964	131	B1-U0-G1
RFS-45W16LED	4000	5,497	121	B1-U0-G1	5,722	126	B1-U0-G1	5,480	121	B1-U0-G1	5,554	123	B1-U0-G1	5,454	121	B1-U0-G1	5,673	125	B1-U0-G1
RFS-50W16LED	4000	5,825	116	B2-U0-G1	6,064	121	B2-U0-G1	5,807	116	B2-U0-G1	5,885	117	B2-U0-G1	5,780	115	B2-U0-G1	6,012	120	B2-U0-G1
RFS-54W16LED	4000	6,356	120	B2-U0-G1	6,616	125	B2-U0-G1	6,336	120	B2-U0-G1	6,421	121	B2-U0-G1	6,306	119	B2-U0-G1	6,560	124	B2-U0-G1
RFS-60W16LED	4000	6,929	113	B2-U0-G1	7,213	118	B2-U0-G1	6,907	113	B2-U0-G1	7,000	115	B2-U0-G1	6,875	113	B2-U0-G1	7,151	117	B2-U0-G1
RFS-20W20LED	4000	2,553	130	B1-U0-G1	N/A	N/A	N/A	2,567	131	B1-U0-G1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-40W20LED	4000	5,083	128	B1-U0-G1	N/A	N/A	N/A	5,110	129	B1-U0-G1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-65W20LED	4000	7,827	122	B2-U0-G2	N/A	N/A	N/A	7,869	123	B2-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-35W32LED	4000	5,197	141	B1-U0-G1	5,410	146	B1-U0-G1	5,181	140	B1-U0-G1	5,250	142	B1-U0-G1	5,156	139	B1-U0-G1	5,364	145	B1-U0-G1
RFS-55W32LED	4000	7,528	141	B2-U0-G1	7,836	147	B2-U0-G1	7,504	140	B2-U0-G1	7,605	142	B2-U0-G1	7,469	140	B2-U0-G1	7,770	145	B2-U0-G1
RFS-60W32LED	4000	7,630	130	B2-U0-G1	7,943	136	B2-U0-G1	7,607	130	B2-U0-G1	7,709	132	B2-U0-G1	7,571	129	B2-U0-G1	7,875	134	B2-U0-G1
RFS-72W32LED	4000	9,408	129	B2-U0-G2	9,794	134	B2-U0-G2	9,379	128	B2-U0-G2	9,505	130	B2-U0-G2	9,336	128	B2-U0-G2	9,711	133	B2-U0-G2
RFS-108W32LED	4000	13,025	121	B3-U0-G2	13,559	126	B3-U0-G2	12,984	120	B3-U0-G2	13,158	122	B3-U0-G2	12,924	120	B3-U0-G2	13,443	124	B3-U0-G2
RFS-35W40LED	4000	5,472	155	B1-U0-G1	N/A	N/A	N/A	5,502	156	B1-U0-G1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-50W40LED	4000	7,319	150	B2-U0-G2	N/A	N/A	N/A	7,359	151	B2-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-55W40LED	4000	7,675	141	B2-U0-G2	N/A	N/A	N/A	7,716	142	B2-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-65W40LED	4000	9,024	137	B2-U0-G2	N/A	N/A	N/A	9,073	137	B2-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-80W40LED	4000	10,546	133	B2-U0-G2	N/A	N/A	N/A	10,603	134	B2-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFS-100W40LED	4000	12,861	127	B3-U0-G3	N/A	N/A	N/A	12,930	128	B3-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at signify.com/outdoorluminaires. Consult DLC QPL to confirm your specific fixture selection is DLC approved.

Note: Some data may be scaled based on tests of similar but not identical luminaries.

LUMEC

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)



EPA: 0.92 sq ft / weight: 27.3 lb (12.4 kg)
Note: 3D image may not represent color or option selected.
Logos above include link, click to access.

		Type 2	
Qty	**100**	Luminaire	**RFL-[145W64LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3**

Description of Components:

Housing: Made of a low copper die cast Aluminum alloy (A360), 0.100" (2.5mm) minimum thickness. Fits on a 1.66" (42mm) O.D. (1.25" NPS), 1.9" (48mm) O.D. (1.5" NPS) or 2 3/8" (60mm) O.D. (2" NPS) by 7" (178mm) minimum long tenon. Comes with 2 zinc plated clamp fixed by 4 zinc plated hexagonal bolts 3/8 16 UNC for ease of installation. Provides an easy step adjustment of +/- 5° tilt in 2.5º increments. A quick release, tool less entry, hinged, removable door opens downward to provide access to electronic components and to a terminal block. Door is secured to prevent accidental dropping or disengagement. A clearance of 17" (432mm) at the rear is required in order to remove the door. Complete with a bird guard protecting against birds and similar intruders and an ANSI label as per C136.15-2015 to identify wattage and source (both included in box).

Light Engine: Composed of 4 main components: **Heat Sink / LED Module / Optical System / Driver**
Electrical components are RoHS compliant, IP66 sealed light engine.
LEDs tested by ISO 17025-2005 accredited lab in accordance with IESNA LM-80 guidelines, extrapolations in accordance with IESNA TM-21. Metal core board ensures greater heat transfer and longer lifespan.

Heat Sink: Made of cast aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

LED Module: Composed of 64 high performance True Amber LEDs **(GY CS8PM)**. Color temperature as per ANSI/NEMA bin Amber, 1200-1600 Kelvin nominal. **Dominant wavelength min. 583 nm - typ. 590 nm - max. 595 nm.**
[145W64LEDTA-001]: Driver programmed @ 700mA for delivering 4,000 lumens.

Driver: High power factor of 90% minimum. Electronic driver, operating range 50/60 Hz. Auto-adjusting universal voltage

input from 120 to 277 VAC rated for both application line to line or line to neutral, Class 1, THD of 20% max. **Driver comes with dimming compatible 0-10 volts.**

The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built-in driver surge protection of 2.5kV (min).

Driver Options: (DMG) Integrated Feature, Dimming compatible 0-10 volts. For applicable warranty, certification and operation guide see Lumec dimmable luminaire specification document for unapproved device installed by other. To get document, click on this link: Specification document or go on web site on this address: https://www.signify.com/b-dam/signify/en-us/brands/lumec/Lumec-un-approved-control-device-installed-by-others-7_d.pdf

Luminaire Options: (API), ANSI label pre-installed to identify system wattage and LED source. **(RCD7)**, Receptacle with 7 pins enabling dimming and with two extra connections for future use (these connections are capped off at the factory - requires connections to be made in the field), can be used with a twist-lock control device or photoelectric cell or a shorting cap. Use of photocell or shorting cap is required to ensure proper illumination. **(SP2)**, Integral surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure with elevated 20kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid-State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

Luminaire Useful Life: Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in-situ thermal testing in accordance with UL1598 and UL8750, System Reliability Tool. Advance data and LED manufacturer LM-80/TM-21 data, expected to reach 100,000 + hours with >L70 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion.

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)

Miscellaneous

Description of Components:

Wiring: The connection of the luminaire is done using a terminal block connector 600V, 85A for use with #2-14 AWG. wires from the primary circuit, located inside the housing. Due to the inrush current that occurs with electronic drivers, recommend using a 10Amp time delay fuse to avoid unwanted fuse blowing (false tripping) that can occur with normal or fast acting fuses.

Hardware: All exposed screws shall be complete with Ceramic primer-seal basecoat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Finish: Color to be **medium grey (GY3)** and in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 5000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

LED products manufacturing standard: The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

Vibration Resistance: The RFL meets the **ANSI C136.31, 2010**, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications (Tested 3G over 100 000 cycles).

The RFL meets the **California Test 611, Testing durability of mast arm mounted luminaires**, specifications (a 2 000 000 cycles test).

Service Tag: Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away. For more details visit: Signify.com/servicetag

Warranty: Luminaire comes with a warranty of 10 years on product and finish.

Certifications and Compliance: cULus Listed for Canada and USA. Luminaire meets DOE and MSSLC Model Specification for LED Roadway Luminaires. Large RoadFocus LED Cobra head luminaires are DesignLights Consortium qualified, consult DLC QPL to confirm your specific fixture selection is approved. Luminaire complies with or exceeds the following ANSI C136 standards: .2, .3, .10, .14, .15, .22, .25, .31, .37, .41.

Web site information details: Click on any specific information details you need: / cULus Certification

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)

2200K LED LUMEN VALUES					Type R2M		Type R3M	
Ordering Code	Total LEDs	System Current (mA)	Color Temp.	Avg System Wattage (W)	Delivered Lumens	Efficacy (Lm/W)	Delivered Lumens	Efficacy (Lm/W)
RFS-25W16LED2.2K-G2-x	16	350	2200	24.9	2572	103.3	2563	102.9
RFS-55W32LED2.2K-G2-x	32	530	2200	53	5826	109	5808	108.6
RFM-80W48LED2.2K-G2-x	48	530	2200	81	8598	106.7	8632	107.1
RFM-120W60LED2.2K-G2-x	60	650	2200	122	12624	103.5	12692	104
RFM-160W48LED2.2K-G2-x	48	1050	2200	161	15024	93.5	15083	93.8
RFL-215W96LED2.2K-G2-x	96	700	2200	207	22245	107.5	22176	107.1

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)

LED Wattage values

Ordering Code	Total LEDs	Average System Watts[15]	Wattage label[16]
RFL-145W64LED	64	137	140
RFL-135W80LED	80	136	140
RFL-180W80LED	80	174	170
RFL-270W80LED	80	268	270
RFL-215W96LED	96	207	210
RFL-85W100LED	100	88	90
RFL-105W100LED	100	106	110
RFL-165W100LED	100	165	170
RFL-225W100LED	100	224	220
RFL-305W100LED	100	306	310
RFL-190W112LED	112	188	190
RFL-241W112LED	112	243	240
RFL-350W112LED	112	340	340

Ordering Code	Total LEDs	Average System Watts[15]	Wattage label[16]
RFL-130W120LED	120	133	130
RFL-200W120LED	120	196	200
RFL-270W120LED	120	269	270
RFL-155W140LED	140	154	150
RFL-230W140LED	140	229	230
RFL-310W140LED	140	311	310

15. Typical values, rounded.
16. As per ANSI C136.15-2015. Consult factory for other labeling needs.

4000K LED Lumen values

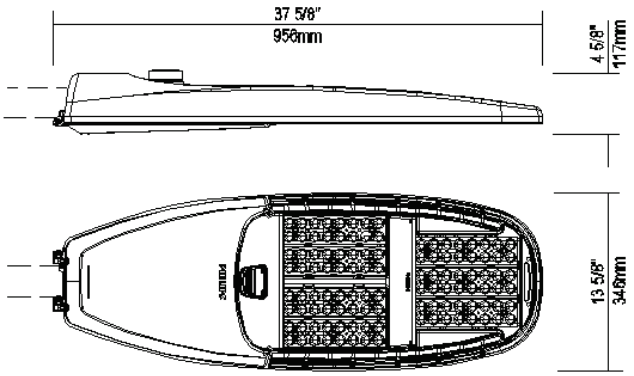
		Type R2M			Type R2S			Type R3M			Type R3S			Type 4			Type 5		
Ordering Code	Color Temp.	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
RFL-145W64LED	4000	19,162	140	B3-U0-G3	19,841	145	B3-U0-G2	19,102	139	B3-U0-G2	19,358	141	B2-U0-G3	19,012	139	B2-U0-G3	19,777	144	B4-U0-G2
RFL-135W80LED	4000	18,819	138	B3-U0-G3	19,486	143	B3-U0-G2	18,761	137	B3-U0-G2	19,012	139	B2-U0-G3	18,673	137	B2-U0-G3	19,423	142	B4-U0-G2
RFL-180W80LED	4000	23,952	138	B3-U0-G3	24,800	143	B3-U0-G2	23,877	137	B3-U0-G3	24,197	139	B3-U0-G3	23,765	137	B3-U0-G4	24,721	142	B5-U0-G3
RFL-270W80LED	4000	32,506	121	B3-U0-G3	33,658	126	B4-U0-G3	32,405	121	B3-U0-G3	32,839	122	B3-U0-G4	32,254	120	B3-U0-G4	33,549	125	B5-U0-G3
RFL-215W96LED	4000	28,742	139	B3-U0-G3	29,760	144	B3-U0-G2	28,653	138	B3-U0-G3	29,037	140	B3-U0-G4	28,519	138	B3-U0-G4	29,664	143	B5-U0-G3
RFL-85W100LED	4000	13,504	154	B3-U0-G3	N/A	N/A	N/A	13,576	155	B3-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFL-105W100LED	4000	16,168	153	B3-U0-G2	N/A	N/A	N/A	16,255	153	B3-U0-G2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFL-165W100LED	4000	22,561	137	B3-U0-G3	N/A	N/A	N/A	22,683	137	B3-U0-G3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFL-225W100LED	4000	28,600	128	B4-U0-G4	N/A	N/A	N/A	28,753	128	B4-U0-G4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFL-305W100LED	4000	37,480	122	B4-U0-G4	N/A	N/A	N/A	37,681	123	B4-U0-G4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFL-190W112LED	4000	26,347	140	B3-U0-G3	27,280	145	B3-U0-G2	26,265	140	B3-U0-G3	26,617	142	B3-U0-G3	26,143	139	B3-U0-G4	27,192	145	B5-U0-G3
RFL-241W112LED	4000	32,955	136	B4-U0-G3	34,122	140	B4-U0-G3	32,853	135	B3-U0-G3	33,293	137	B3-U0-G4	32,699	135	B3-U0-G4	34,012	140	B5-U0-G3
RFL-350W112LED	4000	42,515	125	B4-U0-G4	44,021	130	B4-U0-G3	42,382	125	B4-U0-G4	42,950	127	B3-U0-G4	42,184	124	B3-U0-G5	43,879	129	B5-U0-G4
RFL-130W120LED	4000	19,401	146	B3-U0-G3	N/A	N/A	N/A	19,505	147	B3-U0-G3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFL-200W120LED	4000	27,073	138	B4-U0-G3	N/A	N/A	N/A	27,219	139	B3-U0-G3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFL-270W120LED	4000	34,319	128	B4-U0-G4	N/A	N/A	N/A	34,504	128	B4-U0-G4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFL-155W140LED	4000	22,635	147	B3-U0-G3	N/A	N/A	N/A	22,756	148	B3-U0-G3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFL-230W140LED	4000	31,586	138	B4-U0-G4	N/A	N/A	N/A	31,756	139	B4-U0-G4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RFL-310W140LED	4000	40,039	129	B4-U0-G4	N/A	N/A	N/A	40,255	129	B4-U0-G4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout – contact Applications at signify.com/outdoorluminaires. Consult DLC QPL to confirm your specific fixture selection is DLC approved.

Note: Some data may be scaled based on tests of similar but not identical luminaries.

LUMEC

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)



EPA: 0.92 sq ft / weight: 27.3 lb (12.4 kg)
Note: 3D image may not represent color or option selected.
Logos above include link, click to access.

		Type	**3**
Qty	**425**	Luminaire	**RFL-[241W112LEDTA-002]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3**

Description of Components:

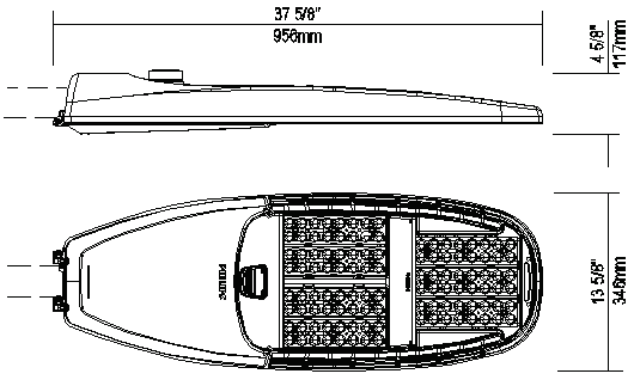
Housing: Made of a low copper die cast Aluminum alloy (A360), 0.100" (2.5mm) minimum thickness. Fits on a 1.66" (42mm) O.D. (1.25" NPS), 1.9" (48mm) O.D. (1.5" NPS) or 2 3/8" (60mm) O.D. (2" NPS) by 7" (178mm) minimum long tenon. Comes with 2 zinc plated clamp fixed by 4 zinc plated hexagonal bolts 3/8 16 UNC for ease of installation. Provides an easy step adjustment of +/- 5° tilt in 2.5º increments. A quick release, tool less entry, hinged, removable door opens downward to provide access to electronic components and to a terminal block. Door is secured to prevent accidental dropping or disengagement. A clearance of 17" (432mm) at the rear is required in order to remove the door. Complete with a bird guard protecting against birds and similar intruders and an ANSI label as per C136.15-2015 to identify wattage and source (both included in box).

Light Engine: Composed of 4 main components: **Heat Sink / LED Module / Optical System / Driver**
Electrical components are RoHS compliant, IP66 sealed light engine.
LEDs tested by ISO 17025-2005 accredited lab in accordance with IESNA LM-80 guidelines, extrapolations in accordance with IESNA TM-21. Metal core board ensures greater heat transfer and longer lifespan.

Heat Sink: Built in the housing, designed to ensure high efficacy and superior cooling by natural vertical convection air flow pattern always close to LEDs and driver optimising their efficiency and life. Product does not use any cooling device with moving parts (only passive cooling). Wide openings enable natural cleaning and removal of dirt and debris. Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +40°C / +104°F.

LED Module: Composed of 112 high performance True Amber LEDs **(GY CS8PM)**. Color temperature as per ANSI/NEMA bin Amber, 1200-1600 Kelvin nominal. **Dominant wavelength min. 583 nm - typ. 590 nm - max. 595 nm.**
[241W112LEDTA-002]: Driver programmed @ 700mA for delivering 7,500 lumens.

Philips Roadway - Arizona DOT SFDC 400150024 City of Flagstaff Roadway lighting retrofi (66485)



EPA: 0.92 sq ft / weight: 27.3 lb (12.4 kg)
Note: 3D image may not represent color or option selected.
Logos above include link, click to access.

	TYPE 4		
Qty	**800**	Luminaire	**RFL-[350W112LEDA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3**

Description of Components:

Housing: Made of a low copper die cast Aluminum alloy (A360), 0.100" (2.5mm) minimum thickness. Fits on a 1.66" (42mm) O.D. (1.25" NPS), 1.9" (48mm) O.D. (1.5" NPS) or 2 3/8" (60mm) O.D. (2" NPS) by 7" (178mm) minimum long tenon. Comes with 2 zinc plated clamp fixed by 4 zinc plated hexagonal bolts 3/8 16 UNC for ease of installation. Provides an easy step adjustment of +/- 5° tilt in 2.5º increments. A quick release, tool less entry, hinged, removable door opens downward to provide access to electronic components and to a terminal block. Door is secured to prevent accidental dropping or disengagement. A clearance of 17" (432mm) at the rear is required in order to remove the door. Complete with a bird guard protecting against birds and similar intruders and an ANSI label as per C136.15-2015 to identify wattage and source (both included in box).

Light Engine: Composed of 4 main components: **Heat Sink / LED Module / Optical System / Driver**
Electrical components are RoHS compliant, IP66 sealed light engine.
LEDs tested by ISO 17025-2005 accredited lab in accordance with IESNA LM-80 guidelines, extrapolations in accordance with IESNA TM-21. Metal core board ensures greater heat transfer and longer lifespan.

Heat Sink: Built in the housing, designed to ensure high efficacy and superior cooling by natural vertical convection air flow pattern always close to LEDs and driver optimising their efficiency and life. Product does not use any cooling device with moving parts (only passive cooling). Wide openings enable natural cleaning and removal of dirt and debris. Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +40°C / +104°F.

LED Module: Composed of 112 high performance amber LEDs. Color temperature as per ANSI/NEMA bin Phosphor Corrected Amber, 1800 Kelvin nominal, CRI 30 Min.
[350W112LEDA-001] Driver programmed @ 400mA for delivering 11,250 lumens.

CONTRACT FOR MATERIALS AND SERVICES
FOR THE CITY OF FLAGSTAFF
Contract No. 2022-31

This Contract is entered into this _____ day of _____, 2022, by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Border States Electrical Supply DBA Border States Industries, Inc., a North Dakota S Corporation ("Contractor").

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

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

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

   Streetlight Code Compliant Luminaires

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

2. Compensation: Contractor shall be compensated for work performed under the Bid schedule and work performed under purchase order section identified in the Scope of Work attached hereto as *Exhibit A*. Payment shall be compensation in full for all terms necessary to provide a complete project with respect to each Bid item, purchase order, or amendment to the project.

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

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in *Exhibit C.*

5. Contract Term: The Contract term is for a period of one (1) year, commencing on the date that both Parties sign the Contract.

6. Extension or Renewal: The Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

7. Partial Award: The City reserves the right to have multiple contracts with vendors by Bid schedule, individual line item, by group of line items, or as a total, whichever is deemed in the best interest to the City.

8. Notice: Any notice required under the Contract shall be in writing sent by certified mail and email:

   To the City:
   Emily Markel
   Senior Procurement Specialist
   City of Flagstaff
   211 W. Aspen Ave.
   Flagstaff, AZ 86001
   emarkel@flagstaffaz.gov

   To Contractor:
   David Cissna
   Account Manager
   Border States Electric Supply
   5519 E. Washington Street
   Phoenix, AZ 85034

With a copy to:
Steven Hill
Public Works Streets Section
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Steven.Hill@flagstaffaz.gov

With a copy to:
Jeff Bauman
Traffic Engineer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
jbauman@flagstaffaz.gov

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

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

See Attached Scope of Work/Bid Sheet

EXHIBIT B

STANDARD TERMS AND CONDITIONS

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

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

3. **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.

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

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

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

MATERIALS

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

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

19. **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, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. **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 the 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.

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

22. **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 the City.

23. **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 the City.

24. **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 the City or fees and charges owed to the City under the Contract.

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

SERVICES

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

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

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

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

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

31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at

Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

35. PUBLIC RECORDS: The 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.

36. 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

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense

arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

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

41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the 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 the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have 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.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the 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.

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

49. **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's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract 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

51. TERMINATION FOR DEFAULT: Prior to terminating the 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 to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the 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. The 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.

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

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

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the 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 the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

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

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

58. CANCELLATION FOR GRATUITIES: The City may cancel the 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 in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

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

62. NOTICES: All notices given pursuant to the 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 days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

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

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

67. FORCE MAJUERE:

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

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

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

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

CITY OF FLAGSTAFF

STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

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 the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

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

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

   e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The 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.

6. OTHER INSURANCE REQUIREMENTS: The insurance 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, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the 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 policy 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/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies 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 the Contract.

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

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or 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 Procurement Agent and shall reference the Contract Number.

8. **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 Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the 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 Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **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 the Contract. 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 the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the 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.

Bid Results

Bidder Details

Vendor Name	Border States Electric Supply
Address	5519 E Washington Street Phoenix, Arizona 85034 United States
Respondee	Jason Elgin
Respondee Title	Account Manager
Phone	602-615-5253
Email	jelgin@borderstates.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	01/11/2022 10:19 AM (MST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	277353

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
City of Flagstaff - 2022-31 Streetlight Code Compliant Luminaires Revised_12.22.21.pdf	City of Flagstaff - 2022-31 Streetlight Code Compliant Luminaires Revised_12.22.21.pdf	General Attachment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$14,898.0000		
1	1A		ASTROPHILE, 4000-PS1828-45-590	Lump	1		$0.0000	No	No bid
2	1B		ASTROPHILE, 4000-PS1828-45-590-III	Lump	1		$0.0000	No	No bid
3	2		ASTROPHILE, 4000-PS1828-90-590	Lump	1		$0.0000	No	No bid
4	3		ASTROPHILE, 4000-PS1828-125-590	Lump	1		$0.0000	No	No bid
5	4		ASTROPHILE, 4000-EPH58-100-1650	Lump	1		$0.0000	No	No bid
6	1A		COOPER, NVN-SA2A-AMB-U-SL2-AP-20K-PR7-10X	Lump	1	$495.0000	$495.0000	Yes	
7	1B (3)		COOPER, NVN-SA2A-AMB-U-SL3-AP-20K-PR7-10X	Lump	1	$495.0000	$495.0000	Yes	
8	2		COOPER, NVN-SA4A-AMB-U-SL2-AP-20K-PR7-10X	Lump	1	$785.0000	$785.0000	Yes	
9	3		COOPER, GAN-SA8A-AMB-U-SL2-MA-AP-20K-PR7-10X	Lump	1	$1,702.0000	$1,702.0000	Yes	
10	4		COOPER, GAN-SA0A-AMB-U-SL2-ADJS-AP-20K-PR7-10X	Lump	1	$2,030.0000	$2,030.0000	Yes	
11	1A		LUMEC, RFS-[60W16LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	Lump	1	$224.0000	$224.0000	Yes	Quotation: 0025503213 Notwithstanding any offer under this quotation or other, separate commitment to hold pricing for any period of time, Signify reserves the right, with our without notice to the C
12	1B		LUMEC, RFS-[60W16LEDTA-001]-G2-R3M-UNV-DMG-API-RCD7-SP2-GY3	Lump	1	$224.0000	$224.0000	Yes	Quotation: 0025503213 Notwithstanding any offer under this quotation or other, separate commitment to hold pricing for any period of time, Signify reserves the right, with our without notice to the C
13	2		LUMEC, RFS-[108W32LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	Lump	1	$417.0000	$417.0000	Yes	Quotation: 0025503213 Notwithstanding any offer under this quotation or other, separate commitment to hold pricing for any period of time, Signify reserves the right, with our without notice to the C
14	3		LUMEC, RFL-[180W80LEDTA-002]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	Lump	1	$601.0000	$601.0000	Yes	Quotation: 0025503213 Notwithstanding any offer under this quotation or other, separate commitment to hold pricing for any period of time, Signify reserves the right, with our without notice to the C
15	4		LUMEC, RFL-[350W112LEDA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	Lump	1	$744.0000	$744.0000	Yes	Quotation: 0025503213 Notwithstanding any offer under this quotation or other, separate commitment to hold pricing for any period of time, Signify reserves the right, with our without notice to the C
16	1A		AEL, ATB0 P201 MVOLT R2 NL P7 RFD323775	Lump	1	$249.0000	$249.0000	Yes	
17	1B		AEL, ATB0 P20X MVOLT R3 LWAMB NL P7 RFD323776	Lump	1	$249.0000	$249.0000	Yes	
18	2		AEL, ATB2 P60X MVOLT R2 LWAMB NL P7 RFD323777	Lump	1	$537.0000	$537.0000	Yes	
19	3		LITHONIA, DSX2 LED P4 AMBLW T2M MVOLT KMA8 PER7 DDBXD MEZ147911	Lump	1	$1,976.0000	$1,976.0000	Yes	
20	4		AEL, ATB2 P60X MVOLT R2 PCAMB NL P7 RFD323778	Lump	1	$496.0000	$496.0000	Yes	
21	1A		VPS/48L-45/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	Lump	1	$1,016.0000	$1,016.0000	Yes	
22	1B		VPS/48L-45/AM/T3/UNV/MAF/LGS/PCR7-SC/SF2/GYS	Lump	1	$1,016.0000	$1,016.0000	Yes	
23	2		VPL/80L-140/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	Lump	1	$1,642.0000	$1,642.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$14,898.0000**
Grand Total	**$14,898.0000**

CONTRACT FOR MATERIALS AND SERVICES
FOR THE CITY OF FLAGSTAFF
Contract No. 2022-31

This Contract is entered into this _____ day of _____, 2022, by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Crossroads LED, LLC, an Oklahoma limited liability company ("Contractor").

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

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

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

   Streetlight Code Compliant Luminaires

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

2. Compensation: Contractor shall be compensated for work performed under the Bid schedule, work performed under purchase order section identified in the Scope of Work attached hereto as *Exhibit A.* Payment shall be compensation in full for all terms necessary to provide a complete project with respect to each Bid item, purchase order, or amendment to the project.

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

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in *Exhibit C.*

5. Contract Term: The Contract term is for a period of one (1) year, commencing on the date that both Parties sign this document.

6. Extension or Renewal: The Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

7. Partial Award: The City reserves the right to have multiple contracts with vendors by Bid schedule, individual line item, by group of line items, or as a total, whichever is deemed in the best interest to the City.

8. Notice: Any notice required under the Contract shall be in writing sent by certified mail and email:

   To the City:
   Emily Markel
   Senior Procurement Specialist
   City of Flagstaff
   211 W. Aspen Ave.
   Flagstaff, AZ 86001
   emarkel@flagstaffaz.gov

   To Contractor:
   Buddy Stefanoff
   Vice President, Engineering
   Crossroads LED
   10710 E. 119th Court N
   Collinsville, OK 74021

With a copy to:
Steven Hill
Public Works Streets Section
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Steven.Hill@flagstaffaz.gov

With a copy to:
Jeff Bauman
Traffic Engineer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
jbauman@flagstaffaz.gov

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

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

See Attached Scope of Work/Bid Sheet

EXHIBIT B

STANDARD TERMS AND CONDITIONS

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

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

3. **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.

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

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

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

MATERIALS

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

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

19. **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, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. **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 the 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.

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

22. **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 the City.

23. **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 the City.

24. **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 the City or fees and charges owed to the City under the Contract.

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

SERVICES

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

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

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

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

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

31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at

Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

35. PUBLIC RECORDS: The 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.

36. 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

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense

arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

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

41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the 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 the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have 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.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the 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.

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

49. **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's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract 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

51. TERMINATION FOR DEFAULT: Prior to terminating the 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 to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the 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. The 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.

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

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

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the 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 the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

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

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

58. CANCELLATION FOR GRATUITIES: The City may cancel the 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 in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

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

62. NOTICES: All notices given pursuant to the 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 days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

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

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

67. FORCE MAJUERE:

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

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

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

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

CITY OF FLAGSTAFF

STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

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 the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

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

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

   e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The 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.

6. OTHER INSURANCE REQUIREMENTS: The insurance 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, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the 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 policy 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/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies 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 the Contract.

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

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or 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 Procurement Agent and shall reference the Contract Number.

8. **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 Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the 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 Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **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 the Contract. 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 the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the 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.

DocuSign Envelope ID: 34A5401C-9A1D-456D-9838-2C6F314E8A39

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

Solicitation No. 2022-31
Senior Procurement Specialist: Emily Markel
PH: (928) 213-2276

CITY OF FLAGSTAFF

Streetlight Code Compliant Luminaires

BID NUMBER 2022-31

BID FORM

		Manufacturer	Crossroads	Price Per Unit
		Brand	Crossroads	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	ASTROPHILE, 4000-PS1828-45-590	$1,468.70
1B	NBA	2000	ASTROPHILE, 4000-PS1828-45-590-III	$1,468.70
2	NBA	4000	ASTROPHILE, 4000-PS1828-90-590	$1,548.45
3	NBA	7500	ASTROPHILE, 4000-PS1828-125-590	$1,907.80
4	PCA	11250	ASTROPHILE, 4000-EPH58-100-1650	$1,320.30

		Manufacturer	Cooper	Price Per Unit
		Brand	Cooper	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	COOPER, NVN-SA2A-AMB-U-SL2-AP-20K-PR7-10X	
1B (3)	NBA	2000	COOPER, NVN-SA2A-AMB-U-SL3-AP-20K-PR7-10X	
2	NBA	4000	COOPER, NVN-SA4A-AMB-U-SL2-AP-20K-PR7-10X	
3	NBA	7500	COOPER, GAN-SA8A-AMB-U-SL2-MA-AP-20K-PR7-10X	
4	PCA	11250	COOPER, GAN-SA0A-AMB-U-SL2-ADJS-AP-20K-PR7-10X	

		Manufacturer	Signify	Price Per Unit
		Brand	Lumec	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	LUMEC, RFS-[60W16LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
1B	NBA	2000	LUMEC, RFS-[60W16LEDTA-001]-G2-R3M-UNV-DMG-API-RCD7-SP2-GY3	
2	NBA	4000	LUMEC, RFS-[108W32LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
3	NBA	7500	LUMEC, RFL-[180W80LEDTA-002]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
4	PCA	11250	LUMEC, RFL-[350W112LEDA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	

DocuSign Envelope ID: 34A5401C-9A1D-456D-9838-2C6F314E8A39

		Manufacturer	American Electrical Lighting	Price Per Unit
		Brand	AEL & Lithonia	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	AEL, ATB0 P201 MVOLT R2 NL P7 RFD323775	
1B	NBA	2000	AEL, ATB0 P20X MVOLT R3 LWAMB NL P7 RFD323776	
2	NBA	4000	AEL, ATB2 P60X MVOLT R2 LWAMB NL P7 RFD323777	
3	NBA	7500	LITHONIA, DSX2 LED P4 AMBLW T2M MVOLT KMA8 PER7 DDBXD MEZ147911	
4	PCA	11250	AEL, ATB2 P60X MVOLT R2 PCAMB NL P7 RFD323778	

		Manufacturer	Hubbell	Price Per Unit
		Brand	Beacon Lighting	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	VPS/48L-45/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	
1B	NBA	2000	VPS/48L-45/AM/T3/UNV/MAF/LGS/PCR7-SC/SF2/GYS	
2	NBA	4000	VPL/80L-140/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	

(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)

DocuSigned by:
Dana D. Stefanoff
8884AA1FDEC3428...

Signature of Person Authorized to Sign Bid

President
Title

Dana D. Stefanoff
Printed Name

01/11/2022
Date

DocuSign Envelope ID: 34A5401C-9A1D-456D-9838-2C6F314E8A39

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

Solicitation No. 2022-31
Senior Procurement Specialist: Emily Markel
PH: (928) 213-2276

CITY OF FLAGSTAFF

Streetlight Code Compliant Luminaires

BID NUMBER 2022-31

BID FORM

Price per unit for a minimum of 25 units order per style of luminary.

		Manufacturer	Crossroads	Price Per Unit
		Brand	Crossroads	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	ASTROPHILE, 4000-PS1828-45-590	$1,145.95
1B	NBA	2000	ASTROPHILE, 4000-PS1828-45-590-III	$1,145.95
2	NBA	4000	ASTROPHILE, 4000-PS1828-90-590	$1,289.38
3	NBA	7500	ASTROPHILE, 4000-PS1828-125-590	$1,656.60
4	PCA	11250	ASTROPHILE, 4000-EPH58-100-1650	$1,137.60

		Manufacturer	Cooper	Price Per Unit
		Brand	Cooper	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	COOPER, NVN-SA2A-AMB-U-SL2-AP-20K-PR7-10X	
1B (3)	NBA	2000	COOPER, NVN-SA2A-AMB-U-SL3-AP-20K-PR7-10X	
2	NBA	4000	COOPER, NVN-SA4A-AMB-U-SL2-AP-20K-PR7-10X	
3	NBA	7500	COOPER, GAN-SA8A-AMB-U-SL2-MA-AP-20K-PR7-10X	
4	PCA	11250	COOPER, GAN-SA0A-AMB-U-SL2-ADJS-AP-20K-PR7-10X	

		Manufacturer	Signify	Price Per Unit
		Brand	Lumec	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	LUMEC, RFS-[60W16LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
1B	NBA	2000	LUMEC, RFS-[60W16LEDTA-001]-G2-R3M-UNV-DMG-API-RCD7-SP2-GY3	
2	NBA	4000	LUMEC, RFS-[108W32LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
3	NBA	7500	LUMEC, RFL-[180W80LEDTA-002]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
4	PCA	11250	LUMEC, RFL-[350W112LEDA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	

DocuSign Envelope ID: 34A5401C-9A1D-456D-9838-2C6F314E8A39

		Manufacturer	American Electrical Lighting	Price Per Unit
		Brand	AEL & Lithonia	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	AEL, ATB0 P201 MVOLT R2 NL P7 RFD323775	
1B	NBA	2000	AEL, ATB0 P20X MVOLT R3 LWAMB NL P7 RFD323776	
2	NBA	4000	AEL, ATB2 P60X MVOLT R2 LWAMB NL P7 RFD323777	
3	NBA	7500	LITHONIA, DSX2 LED P4 AMBLW T2M MVOLT KMA8 PER7 DDBXD MEZ147911	
4	PCA	11250	AEL, ATB2 P60X MVOLT R2 PCAMB NL P7 RFD323778	

		Manufacturer	Hubbell	Price Per Unit
		Brand	Beacon Lighting	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	VPS/48L-45/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	
1B	NBA	2000	VPS/48L-45/AM/T3/UNV/MAF/LGS/PCR7-SC/SF2/GYS	
2	NBA	4000	VPL/80L-140/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	

Tax Rate _____

(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)

DocuSigned by:
Dana D. Stefanoff
8884AA1FDEC3428...

Signature of Person Authorized to Sign Bid

President/Owner
Title

Dana D. Stefanoff
Printed Name

01/11/2022
Date

DocuSign Envelope ID: 34A5401C-9A1D-456D-9838-2C6F314E8A39

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

Solicitation No. 2022-31
Senior Procurement Specialist: Emily Markel
PH: (928) 213-2276

CITY OF FLAGSTAFF

Streetlight Code Compliant Luminaires

BID NUMBER 2022-31

BID FORM

Price per unit for a minimum of 250 units order per style of luminary.

		Manufacturer	Crossroads	Price Per Unit
		Brand	Crossroads	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	ASTROPHILE, 4000-PS1828-45-590	$ 996.92
1B	NBA	2000	ASTROPHILE, 4000-PS1828-45-590-III	$ 996.92
2	NBA	4000	ASTROPHILE, 4000-PS1828-90-590	$1,126.49
3	NBA	7500	ASTROPHILE, 4000-PS1828-125-590	$1,515.68
4	PCA	11250	ASTROPHILE, 4000-EPH58-100-1650	$ 991.61

		Manufacturer	Cooper	Price Per Unit
		Brand	Cooper	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	COOPER, NVN-SA2A-AMB-U-SL2-AP-20K-PR7-10X	
1B (3)	NBA	2000	COOPER, NVN-SA2A-AMB-U-SL3-AP-20K-PR7-10X	
2	NBA	4000	COOPER, NVN-SA4A-AMB-U-SL2-AP-20K-PR7-10X	
3	NBA	7500	COOPER, GAN-SA8A-AMB-U-SL2-MA-AP-20K-PR7-10X	
4	PCA	11250	COOPER, GAN-SA0A-AMB-U-SL2-ADJS-AP-20K-PR7-10X	

		Manufacturer	Signify	Price Per Unit
		Brand	Lumec	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	LUMEC, RFS-[60W16LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
1B	NBA	2000	LUMEC, RFS-[60W16LEDTA-001]-G2-R3M-UNV-DMG-API-RCD7-SP2-GY3	
2	NBA	4000	LUMEC, RFS-[108W32LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
3	NBA	7500	LUMEC, RFL-[180W80LEDTA-002]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
4	PCA	11250	LUMEC, RFL-[350W112LEDA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	

DocuSign Envelope ID: 34A5401C-9A1D-456D-9838-2C6F314E8A39

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

Solicitation No. 2022-31
Senior Procurement Specialist: Emily Markel
PH: (928) 213-2276

		Manufacturer	American Electrical Lighting	Price Per Unit
		Brand	AEL & Lithonia	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	AEL, ATB0 P201 MVOLT R2 NL P7 RFD323775	
1B	NBA	2000	AEL, ATB0 P20X MVOLT R3 LWAMB NL P7 RFD323776	
2	NBA	4000	AEL, ATB2 P60X MVOLT R2 LWAMB NL P7 RFD323777	
3	NBA	7500	LITHONIA, DSX2 LED P4 AMBLW T2M MVOLT KMA8 PER7 DDBXD MEZ147911	
4	PCA	11250	AEL, ATB2 P60X MVOLT R2 PCAMB NL P7 RFD323778	

		Manufacturer	Hubbell	Price Per Unit
		Brand	Beacon Lighting	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	VPS/48L-45/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	
1B	NBA	2000	VPS/48L-45/AM/T3/UNV/MAF/LGS/PCR7-SC/SF2/GYS	
2	NBA	4000	VPL/80L-140/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	

Tax Rate _____

(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)

DocuSigned by:
Dana D. Stefanoff
8884AA1FDEC3428...

Signature of Person Authorized to Sign Bid

President/Owner
Title

Dana D. Stefanoff
Printed Name

01/11/2022
Date

CONTRACT FOR MATERIALS AND SERVICES
FOR THE CITY OF FLAGSTAFF
Contract No. 2022-31

This Contract is entered into this _____ day of _____, 2022, by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Voss Lighting, a Nebraska S Corporation ("Contractor").

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

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

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

   Streetlight Code Compliant Luminaires

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

2. Compensation: Contractor shall be compensated for work performed under the Bid schedule and work performed under purchase order section identified in the Scope of Work attached hereto as *Exhibit A*. Payment shall be compensation in full for all terms necessary to provide a complete project with respect to each Bid item, purchase order, or amendment to the project.

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

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in *Exhibit C.*

5. Contract Term: The Contract term is for a period of one (1) year, commencing on the date that both Parties sign the Contract.

6. Extension or Renewal: The Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

7. Partial Award: The City reserves the right to have multiple contracts with vendors by Bid schedule, individual line item, by group of line items, or as a total, whichever is deemed in the best interest to the City.

8. Notice: Any notice required under the Contract shall be in writing sent by certified mail and email:

To the City:	To Contractor:
Emily Markel	Jason Tackett
Senior Procurement Specialist	Account Representative
City of Flagstaff	Voss Lighting
211 W. Aspen Ave.	1911 E. University Ave.
Flagstaff, AZ 86001	Phoenix, AZ 85034
emarkel@flagstaffaz.gov	

With a copy to:
Steven Hill
Public Works Streets Section
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Steven.Hill@flagstaffaz.gov

With a copy to:
Jeff Bauman
Traffic Engineer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
jbauman@flagstaffaz.gov

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

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

See Attached Scope of Work/Bid Sheet

EXHIBIT B

STANDARD TERMS AND CONDITIONS

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

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

3. **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.

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

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

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

MATERIALS

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

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

19. **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, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. **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 the 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.

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

22. **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 the City.

23. **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 the City.

24. **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 the City or fees and charges owed to the City under the Contract.

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

SERVICES

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

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

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

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

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

31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at

Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

35. PUBLIC RECORDS: The 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.

36. 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

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense

arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

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

41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the 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 the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have 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.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the 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.

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

49. **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's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract 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

51. TERMINATION FOR DEFAULT: Prior to terminating the 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 to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the 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. The 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.

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

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

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the 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 the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

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

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

58. CANCELLATION FOR GRATUITIES: The City may cancel the 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 in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

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

62. NOTICES: All notices given pursuant to the 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 days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

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

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

67. FORCE MAJUERE:

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

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

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

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

CITY OF FLAGSTAFF

STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

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 the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

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

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

   e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The 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.

6. OTHER INSURANCE REQUIREMENTS: The insurance 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, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the 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 policy 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/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies 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 the Contract.

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

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or 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 Procurement Agent and shall reference the Contract Number.

8. **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 Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the 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 Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **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 the Contract. 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 the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the 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.

Bid Results

Bidder Details

Vendor Name	Voss Lighting
Address	1911 E University Ave Phoenix, Arizona 85034 United States
Respondee	Jason Tackett
Respondee Title	Account Representative
Phone	602-697-3555
Email	jason.tackett@gmail.com
Vendor Type	
License #	ROC C-11 322569

Bid Detail

Bid Format	Electronic
Submitted	01/11/2022 12:51 PM (MST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	277377

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Flagstaff Bid Information.pdf	Flagstaff Bid Information.pdf	General Attachment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$6,711.0000		
1	1A		ASTROPHILE, 4000-PS1828-45-590	Lump	1	$951.0000	$951.0000	Alt	attached - XAL9391
2	1B		ASTROPHILE, 4000-PS1828-45-590-III	Lump	1	$936.0000	$936.0000	Alt	attached - XAL9392
3	2		ASTROPHILE, 4000-PS1828-90-590	Lump	1	$1,350.0000	$1,350.0000	Alt	attached - XAL9393
4	3		ASTROPHILE, 4000-PS1828-125-590	Lump	1	$1,945.0000	$1,945.0000	Alt	attached - XAL9394
5	4		ASTROPHILE, 4000-EPH58-100-1650	Lump	1	$1,529.0000	$1,529.0000	Alt	attached - XAL9395
6	1A		COOPER, NVN-SA2A-AMB-U-SL2-AP-20K-PR7-10X	Lump	1		$0.0000	No	
7	1B (3)		COOPER, NVN-SA2A-AMB-U-SL3-AP-20K-PR7-10X	Lump	1		$0.0000	No	
8	2		COOPER, NVN-SA4A-AMB-U-SL2-AP-20K-PR7-10X	Lump	1		$0.0000	No	
9	3		COOPER, GAN-SA8A-AMB-U-SL2-MA-AP-20K-PR7-10X	Lump	1		$0.0000	No	
10	4		COOPER, GAN-SA0A-AMB-U-SL2-ADJS-AP-20K-PR7-10X	Lump	1		$0.0000	No	
11	1A		LUMEC, RFS-[60W16LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	Lump	1		$0.0000	No	
12	1B		LUMEC, RFS-[60W16LEDTA-001]-G2-R3M-UNV-DMG-API-RCD7-SP2-GY3	Lump	1		$0.0000	No	
13	2		LUMEC, RFS-[108W32LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	Lump	1		$0.0000	No	
14	3		LUMEC, RFL-[180W80LEDTA-002]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	Lump	1		$0.0000	No	
15	4		LUMEC, RFL-[350W112LEDA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	Lump	1		$0.0000	No	
16	1A		AEL, ATB0 P201 MVOLT R2 NL P7 RFD323775	Lump	1		$0.0000	No	
17	1B		AEL, ATB0 P20X MVOLT R3 LWAMB NL P7 RFD323776	Lump	1		$0.0000	No	
18	2		AEL, ATB2 P60X MVOLT R2 LWAMB NL P7 RFD323777	Lump	1		$0.0000	No	
19	3		LITHONIA, DSX2 LED P4 AMBLW T2M MVOLT KMA8 PER7 DDBXD MEZ147911	Lump	1		$0.0000	No	
20	4		AEL, ATB2 P60X MVOLT R2 PCAMB NL P7 RFD323778	Lump	1		$0.0000	No	
21	1A		VPS/48L-45/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	Lump	1		$0.0000	No	
22	1B		VPS/48L-45/AM/T3/UNV/MAF/LGS/PCR7-SC/SF2/GYS	Lump	1		$0.0000	No	
23	2		VPL/80L-140/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	Lump	1		$0.0000	No	

Line Item Subtotals

Section Title	Line Total
Section 1	**$6,711.0000**
Grand Total	**$6,711.0000**

CONTRACT FOR MATERIALS AND SERVICES
FOR THE CITY OF FLAGSTAFF
Contract No. 2022-31

This Contract is entered into this _____ day of _____, 2022, by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and WESCO Distribution, Inc., a Pennsylvania corporation DBA Brown Wholesale ("Contractor").

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

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

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

   Streetlight Code Compliant Luminaires

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

2. Compensation: Contractor shall be compensated for work performed under the Bid schedule, work performed under purchase order section identified in the Scope of Work attached hereto as *Exhibit A.* Payment shall be compensation in full for all terms necessary to provide a complete project with respect to each Bid item, purchase order, or amendment to the project

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

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in *Exhibit C.*

5. Contract Term: The Contract term is for a period of one (1) year, commencing on the date that both Parties sign this document.

6. Extension or Renewal: The Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

7. Partial Award: The City reserves the right to have multiple contracts with vendors by Bid schedule, individual line item, by group of line items, or as a total, whichever is deemed in the best interest to the City.

8. Notice: Any notice required under the Contract shall be in writing sent by certified mail and email:

   To the City:
   Emily Markel
   Senior Procurement Specialist
   City of Flagstaff
   211 W. Aspen Ave.
   Flagstaff, AZ 86001
   emarkel@flagstaffaz.gov

   To Contractor:
   Laura Sundberg
   Account Representative
   WESCO Distribution, Inc. Phoenix, AZ
   3425 E. Van Buren St., Ste. 140
   Phoenix, AZ 85008

With a copy to:
Steven Hill
Public Works Streets Section
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Steven.Hill@flagstaffaz.gov

With a copy to:
Jeff Bauman
Traffic Engineer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
jbauman@flagstaffaz.gov

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

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

See Attached Scope of Work/Bid Sheet

EXHIBIT B

STANDARD TERMS AND CONDITIONS

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

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

3. **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.

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

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

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

MATERIALS

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

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

19. **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, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. **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 the 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.

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

22. **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 the City.

23. **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 the City.

24. **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 the City or fees and charges owed to the City under the Contract.

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

SERVICES

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

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

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

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

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

31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at

Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

35. PUBLIC RECORDS: The 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.

36. 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

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense

arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

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

41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the 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 the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have 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.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the 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.

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

49. **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's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract 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

51. TERMINATION FOR DEFAULT: Prior to terminating the 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 to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the 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. The 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.

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

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

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the 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 the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

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

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

58. CANCELLATION FOR GRATUITIES: The City may cancel the 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 in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

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

62. NOTICES: All notices given pursuant to the 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 days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

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

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

67. FORCE MAJUERE:

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

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

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

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

CITY OF FLAGSTAFF

STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

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 the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

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

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

   e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The 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.

6. OTHER INSURANCE REQUIREMENTS: The insurance 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, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the 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 policy 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/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies 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 the Contract.

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

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or 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 Procurement Agent and shall reference the Contract Number.

8. **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 Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the 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 Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **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 the Contract. 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 the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the 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

Streetlight Code Compliant Luminaires

BID NUMBER 2022-31

BID FORM

		Manufacturer	Crossroads	Price Per Unit
		Brand	Crossroads	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	ASTROPHILE, 4000-PS1828-45-590	
1B	NBA	2000	ASTROPHILE, 4000-PS1828-45-590-III	
2	NBA	4000	ASTROPHILE, 4000-PS1828-90-590	
3	NBA	7500	ASTROPHILE, 4000-PS1828-125-590	
4	PCA	11250	ASTROPHILE, 4000-EPH58-100-1650	

		Manufacturer	Cooper	Price Per Unit
		Brand	Cooper	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	COOPER, NVN-SA2A-AMB-U-SL2-AP-20K-PR7-10X	
1B (3)	NBA	2000	COOPER, NVN-SA2A-AMB-U-SL3-AP-20K-PR7-10X	
2	NBA	4000	COOPER, NVN-SA4A-AMB-U-SL2-AP-20K-PR7-10X	
3	NBA	7500	COOPER, GAN-SA8A-AMB-U-SL2-MA-AP-20K-PR7-10X	
4	PCA	11250	COOPER, GAN-SA0A-AMB-U-SL2-ADJS-AP-20K-PR7-10X	

		Manufacturer	Signify	Price Per Unit
		Brand	Lumec	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	LUMEC, RFS-[60W16LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
1B	NBA	2000	LUMEC, RFS-[60W16LEDTA-001]-G2-R3M-UNV-DMG-API-RCD7-SP2-GY3	
2	NBA	4000	LUMEC, RFS-[108W32LEDTA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
3	NBA	7500	LUMEC, RFL-[180W80LEDTA-002]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	
4	PCA	11250	LUMEC, RFL-[350W112LEDA-001]-G2-R2M-UNV-DMG-API-RCD7-SP2-GY3	

		Manufacturer	American Electrical Lighting	Price Per Unit
		Brand	AEL & Lithonia	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	AEL, ATB0 P201 MVOLT R2 NL P7 RFD323775	$197.00
1B	NBA	2000	AEL, ATB0 P20X MVOLT R3 LWAMB NL P7 RFD323776	$197.00
2	NBA	4000	AEL, ATB2 P60X MVOLT R2 LWAMB NL P7 RFD323777	$424.00
3	NBA	7500	LITHONIA, DSX2 LED P4 AMBLW T2M MVOLT KMA8 PER7 DDBXD MEZ147911	$1561.00
4	PCA	11250	AEL, ATB2 P60X MVOLT R2 PCAMB NL P7 RFD323778	$391.00

		Manufacturer	Hubbell	Price Per Unit
		Brand	Beacon Lighting	
COF lum type	LED type	target lumens	model #	
1A	NBA	2000	VPS/48L-45/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	
1B	NBA	2000	VPS/48L-45/AM/T3/UNV/MAF/LGS/PCR7-SC/SF2/GYS	
2	NBA	4000	VPL/80L-140/AM/T2/UNV/MAF/LGS/PCR7-SC/SF2/GYS	

Tax Rate 8.6%

(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)

Darien Pruitt
Signature of Person Authorized to Sign Bid

District Sales Manager
Title

Darien Pruitt
Printed Name

1/11/22
Date

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Heidi Hansen, Interim Deputy City Manager
Co-Submitter:	Stacey Brechler-Knaggs
Date:	02/18/2022
Meeting Date:	03/01/2022

TITLE:

Consideration and Approval of Contract: License Agreement with The James Agency on behalf of Northern Arizona University for Advertising Space at the Flagstaff Pulliam Airport.

STAFF RECOMMENDED ACTION:

Approve the License Agreement for the 18-month duration.

Executive Summary:

The Flagstaff Pulliam Airport was previously using a firm, Clear Channel, to handle all advertising for the airport terminal. When the agreement expired, the Economic Vitality Division determined it would be beneficial to manage the marketing and advertising program in-house. By doing this, the City will have more daily hands on communication with the businesses that are advertising at our airport, can create the look and feel of the marketing program that best suits our needs, manage the advertising revenues, and can create a more robust marketing program to assist our main objective of treating the airport as its own enterprise fund.

Financial Impact:

The City will receive advertising revenues and these revenues will be used for Airport operations.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

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

Regional Plan

Goal T.10: Strengthen and expand the role of the 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:

The Economic Vitality Director shared with the Council our desire to take our marketing/advertising program over during several airport updates and second parking lot discussions.

Attachments: License Agreement for Advertising Space

LICENSE FOR ADVERTISING SPACE

This License Agreement ("License") is entered into this 1st day of January 2022 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and The James Agency on behalf of Northern Arizona University, an Arizona Partnership, ("Advertiser").

RECITALS

A. City owns and maintains the facility known as Flagstaff Pulliam Airport, located at 6200 S Pulliam Dr, ("Facility"); and

B. Advertiser desires to license advertising space at the Facility for a fee, and City desires to make advertising space at the Facility available for license, and desire to enter into this License for use of Advertising Space.

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Advertiser (the "Parties") agree as follows:

TERMS AND CONDITIONS

1. License Term: City hereby grants Advertiser a license for use of the Advertising Space pursuant to the terms and conditions of this License.

2. Advertising Space: City hereby agrees to provide Advertiser with advertising space as described in the Advertising Order Form attached hereto as *Exhibit A* ("Advertising Space").

3. Advertising Term: Advertiser shall have license to display its advertising materials in the Advertising Space during the period described in the Advertising Order Form ("Advertising Term").

4. Compensation: In consideration for the Advertising Space, Advertiser shall pay City the amount(s) described in the Advertising Order Form. Payment is due within 30 days of the invoice date, without offsets, abatement, deductions, or demand. Any price adjustments must be approved by mutual written consent of the parties. The City Manager has authority on behalf of the City to approve an adjustment if the annual agreement price is less than $50,000 and may delegate authority to the Economic Vitality Director to approve adjustments of less than $10,000. In the event that the agreement amount exceeds $50,000, City Council approval will be required.

5. Installation and Setup Fees: Advertiser shall pay to the City the setup and installation fees for the Advertiser's materials in the Advertising Space as described in the Advertising Order Form.

6. City Representative: The City Representative is [City Staff, Position], or his/her designee ("City Representative"). All communications to the City shall be through the City Representative. City Representative is responsible for receiving any request for a License amendment, price adjustment, or Advertising Space.

7. Advertising Standards: All advertising materials must be commercial advertising (i.e., a commercial transaction must be proposed) or provide information regarding the Facility. Advertising materials shall not:

   a. Be false, misleading, or deceptive;
   b. Relate to an illegal activity;
   c. Violate a copyright, trademark, or other intellectual property right;
   d. Advertise or depict the use of tobacco or smoking products;
   e. Advertise or depict the use of spirituous liquor as that term is defined in Section 4-101 of the Arizona Revised Statutes;

f. Represent, by language or graphics, violence or antisocial behavior;
g. Advertise or depict language, gestures, conduct, or graphical representations that are obscene, pornographic, vulgar, profane, or scatological;
h. Represent, by language or graphics, nude or seminude people as those terms are defined in Arizona Revised Statutes § 11-811, or the exposed buttocks of any person;
i. Depict, relate to, or reference a website or other medium that relates to specific sexual activities or specific anatomical areas as those terms are defined in Arizona Revised Statutes § 11-811;
j. Advertise any political or noncommercial message.

City Representative shall consult with the City Attorney's Office if it believes that the proposed advertising materials may violate these standards.

8. Creation and Submittal of Advertising Materials: Advertiser at its own expense shall be responsible for the creation and preparation of the advertising materials to be displaced in the Advertising Space. Advertiser shall provide final advertising materials for display to the City Representative a minimum of seven (7) days prior to the beginning of the applicable Advertising Term in order for the City to complete installation prior to the beginning of the Advertising Term.

   a. If Advertiser fails to timely submit complete advertising materials, City shall elect one of the following options as its sole remedy:

      i. City will post the advertising materials following receipt with no adjustment to the Advertising Order (all terms remain unchanged); or

      ii. City may cancel the Advertising Order.

   b. If the Advertiser has timely submitted complete advertising materials, but City fails to timely post the advertising materials or advertising does not occur, Advertiser shall elect one of the following options as its sole remedy:

      i. City will provide a credit to Advertiser calculated as follows: (Number of full or partial days when advertising was not provided/Number of days in Advertising term) x (Total cost of the order, including installation or setup costs); or

      ii. Advertiser may cancel the Advertising Order.

9. Intellectual Property Rights Indemnification: Advertiser shall indemnify and hold City harmless from any suits or claims of infringement of any patent rights, copyrights, or trademarks arising out of any patented, copyrighted, or trademarked materials, methods, systems, goods and/or services, used by Advertiser.

10. Advertising Rotation: Advertiser may request substitution or rotation of advertising materials displayed in the Advertising Space up to four (4) times per year. Costs associated with the setup and installation of rotated materials will be charged to the Advertiser per the Advertising Order Form.

11. Interruption of Advertising Term – Force Majeure: In the event of strikes, fire, terrorist act, natural disasters, or any other cause beyond the control of City that causes an interruption in the agreed upon use and display of advertising materials in the Advertising Space, City shall be released from its obligation to provide the Advertising Space and City will provide a credit to Advertiser calculated as follows: (Number of full or partial days when advertising was not provided/Number of days in Advertising Term) x (Total cost of the order, including installation or setup costs) as Advertiser's sole remedy. .

12. Replacement: Advertiser shall supply replacements for any damaged or defaced advertising materials and provide for the replacement and installation of any defective parts or mechanisms, without

expense to City. Failure to provide replacement of damaged or defaced advertising materials that results in the non-use of the Advertising Space will not entitle the Advertiser to pro-rata or adjusted Advertising Term.

13. Compliance: Advertiser and its officers, officials, agents, and employees shall abide by the most current Rules and Regulations of the Facility, inclusive of any and all federal and state statutes.

14. Modification: This License may be modified only by mutual written agreement of the parties.

15. Non-Exclusivity: This License in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

16. Cancellation and Assignment: This License is not subject to cancellation by Advertiser and may not be assigned or transferred by Advertiser.

17. Notices: Any formal notice concerning this License shall be in writing from the City Representative and sent to the contact information as provided in the Advertising Order Form.

18. Termination: This License may be terminated in whole or part by the City for convenience, without any further liability or penalty to Advertiser, as follows:

    a. Upon at least sixty (60) days written notice to Advertiser prior to the commencement of an Advertising Term; or

    b. Upon at least thirty (30) days written notice to Advertiser after commencement of an Advertising Term, so long as Advertiser is refunded all funds paid to the City for the Advertising Term.

19. Indemnification: Advertiser agrees to indemnify, save, and hold harmless City from and against any liability, loss, costs, including attorney's fees, charge, or judgment to which the City may be subject or subjected to by any reason or as a result of the advertising services required by this License.

20. Governing Law: This Contract shall be construed in accordance with the laws of Arizona.

21. Conflict of Interest: The Parties agree that this License may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

22. Complete Agreement: The License is intended to be the complete and final agreement of the Parties.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the last signature date below.

City of Flagstaff

~~Heidi Hansen, Economic Vitality Director~~
Greg Clifton, City Manager
Dated: _____

Attest:

_____
City Clerk

Dated: _____

Approved as to form:

_____
City Attorney

Dated: _____

The James Agency

Mandy Karimi
Mandy Karimi, Representative

EXHIBIT A – ADVERTISING ORDER FORM

Attached

City of Flagstaff
Advertising Order Form

☐ New Advertising ☒ Addition to Existing Advertising ☐ Change of Contact Info

Applicant Use – Advertiser Information

Advertiser: **Northern Arizona University**

Facility: **Flagstaff Pulliam Airport**

Agency: **The James Agency – Contact: Mandy Karimi**

Contact: **Karimi** (*Last Name*) **Mandy** (*First Name*)

Address: **6240 E. Thomas Rd., Suite 200** (*Street Address*) (*P.O. Box*)

Scottsdale (*City*) **AZ** (*State*) **85251** (*ZIP Code*)

Phone #: **480-248-6710 X125** Fax #: Email: **mandy@thejamesagency.com**

City Representative Use – Advertising Space

Advertising Space ID	Space Description	Space Size (Approx.)	Duration (Months)	License Start	License End	Monthly Rate
	TSA Terminal Window Wrap		18	1/1/22	6/30/23	4500.00
	Baggage Claim Ad	75”	18	1/1/22	6/30/23	450.00
					Monthly Subtotal (before applicable taxes and installation fees):	4950.00
					Order Amount:	89100.00
					10% off first six months – resigning incentive	2970.00
					TOTAL CHARGE:	**86130.00**

City Representative Use – Installation, Setup, and Deposits

Description of Charge	Charge
Advertising creative will be camera ready to the airport. All new installations will be paid for by the advertiser. Airport Marketing Staff will be shown a proof of advertising before it is produced and installed.	
Pictures of the advertising locations shown below.	
Installation, Setup, and Deposits Total:	n/a

Figure 1: TSA Terminal Window Wrap

Figure 2: Baggage Claim Ad

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christine Cameron, Project Manager III
Date:	02/18/2022
Meeting Date:	03/01/2022

TITLE:

Consideration and Approval of Contract: Lone Tree Overpass Project - Award of the Second Amendment to the Design-Build Services Agreement to Ames Construction in an amount not to exceed $5,905,357.86.

STAFF RECOMMENDED ACTION:

1. Award of the Second Amendment to the Design-Build Services Agreement to Ames Construction in an amount not to exceed $5,905,357.86; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This Second Amendment will provide for substantial design completion of all project components for the Lone Tree Overpass Project ("Overpass" or "Project") including roadway/bridge/intersection/rail design, agency coordination, right-of way acquisition and relocation, utility/drainage design and coordination, public involvement, Economic Impact Study, surveying, environmental clearances, geotechnical analysis and ongoing public involvement for the Project.

Financial Impact:

The Lone Tree Overpass Project (north of Butler Avenue) is currently budgeted in FY2021-2022 in the amount of $8,686,681 and anticipated to be funded in FY2022-2023 in the amount of $3,500,000 in the Transportation Fund, Account Number 047-10-112-3054-6-4421. The Lone Tree Corridor Project (south of Butler Avenue) is currently budgeted in FY2021-2022 in the amount of $250,000 and anticipated to be funded in FY 2022-2023 in the amount of $1,650,000 in the Transportation Fund, Account Number 048-10-118-3495-6-4421. Both funds will be utilized to complete the attached Project scope from Route 66 to Sawmill Road.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & 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 Construction. On September 7, 2021, the First Amendment to the Contract was approved.

Options and Alternatives:

1. Approve the Second Amendment to the Design-Build Services Agreement to Ames Construction as presented; or
2. Reject the Second Amendment to the Design-Build Services Agreement and direct Staff to re-negotiate the terms and fee structure with Ames Construction.

Background/History:

The Lone Tree Overpass has been a planned project for over two decades in the Flagstaff community. The Lone Tree Overpass Study, which evaluated conceptual design options for the bridge and adjacent surface streets 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 project 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 Construction was selected by a six-member evaluation committee as the most qualified service provider for the 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 Construction, and on September 7, 2021, the First Amendment was approved. These initial contracts included scope for preliminary roadway/bridge/intersection/rail design, agency coordination, right-of way acquisition and relocation, utility/drainage design and coordination, Economic Impact Study, public involvement, surveying, environmental clearances, and geotechnical analysis. This Second Amendment will provide for substantial design completion of all project components.

Key Considerations:

There are many important considerations to the development of the Lone Tree Overpass Project that the Project team will be coordinating. The scope of the design includes:

- 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, Carbon Neutrality Plan, and Climate Emergency Action.
- Coordination with the Southside Community Specific Plan and future civic space considerations.
- Coordination with the draft Active Transportation Master Plan for bike/ped connectivity and safety.
- Project aesthetics and beautification.
- Public Involvement.

From direction given by Council on January 25, and with the approval of this Second Amendment, the overall project design will proceed while additional time is taken to finalize the Lone Tree/Butler intersection concept.

Expanded Financial Considerations:

The Lone Tree Overpass Project (north of Butler Avenue) is currently budgeted in FY2021-2022 in the amount of $8,686,681 and anticipated to be funded in FY2022-2023 in the amount of $3,500,000 in the Transportation Fund, Account Number 047-10-112-3054-6-4421. The Lone Tree Corridor Project (south of Butler Avenue) is currently budgeted in FY2021-2022 in the amount of $250,000 and anticipated to be funded in FY 2022-2023 in the amount of $1,650,000 in the Transportation Fund, Account Number 048-10-118-3495-6-4421. 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 public coordination with the development of both the Overpass concept study and the Corridor Study in the early-late 2000's. There was also extensive outreach performed for Proposition 419 and 420 in 2018. Over the last year, there have been public meetings, Council discussions, City commission and committee presentations, City website and social media postings, the development of a project website, and one-on-one and group public meetings. The scope for the Second Amendment includes ongoing public involvement for the project.

Expanded Options and Alternatives:

1. Approve the Second Amendment to the Design-Build Services Agreement to Ames Construction as presented; or
2. Reject the Second Amendment to the Design-Build Services Agreement and direct Staff to re-negotiate the terms and fee structure with Ames Construction.

Attachments:

LTO Amendment 2
LTO Amendment 2 scope
Vicinity Map
Context Map

AMENDMENT TWO

Lone Tree Overpass Project
Design-Build Contract

Design Phase Services

Project No. 03-19004
Contract No. 2021-23

This Second Amendment ("Amendment") to the fully executed Design-Build Services Contract 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 _____, 2022, 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 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 Amendment #2 for additional design phase services shall be **five million, nine hundred and five thousand, three hundred and fifty-seven dollars and eighty-six cents ($5,905,357.86).** The 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 Amendment, and which shall be incorporated into the Agreement by this Second Amendment as if fully set forth therein.

> EXHIBIT A – Lone Tree Overpass Design-Build Design Phase Services Amendment #2, dated 2/10/2022.

The total Contract Price under the Agreement, as amended by this Amendment, shall be **nine million, two hundred and seventy-four thousand, nine hundred and sixty-four dollars and fifty-nine cents ($9,274,964,59).**

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first written above. This Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Ames Construction

By:_____

Title:_____

Dated:_____

Ames Construction
City of Flagstaff
Lone Tree Overpass Design-Build
Design Services - Amendment #2 R2

2/10/2022

Task #	Description	Cost
1	Design Management & Construction Review	$737,382.69
2	Cost Models, GMP Development & Schedules	$187,200.00
	Total Direct Cost Ames	$924,582.69
	Overhead @ 6%	$55,474.96
	Subtotal	$980,057.65
	Profit @ 8%	$78,404.61
	Subtotal Ames	*$1,058,462.27*
3	Subs: Geotech (BNSF), ROW Legals & Exhibits Survey & Temp Shoring Design.	$152,678.00
4	Subs: Additional ROW Title, Relocation & Exhibits/Legals	$49,500.00
Design	WSP Scope & Fee for Design Services Amendment #2 (w/ $300k Contin.)	$4,105,074.90
	Subtotal	$4,307,252.90
	Overhead @ 6%	$258,435.17
	Subtotal Design, ROW, Subcontracted Work	*$4,565,688.07*
	Design Services Amendment #2	**$5,624,150.34**
	Owner Contingency @ 5%	$281,207.52
	TOTAL DESIGN SERVICES AMENDMENT #1	***$5,905,357.86***

Assumptions:
1) WSP's (and sub consultant's) scopes of work is attached as a separate document.
2) Scope of work based upon current, 15% design plans/concepts.
3) Scope assumes BNSF acceptance of current track phasing.
4) Scope of work based upon current Rio De Flag concepts/phasing that have not yet been fully developed.

Ames Scope of Work
Design Services Amendment #2
9/27/2021

Task No	Task Description	Item Description	Unit	Qty	Unit Cost	Task Manhours Weeks	Hrs/Wk	MH	MH Rate	Total
1	Design Management & Construction Review Ames' Design Management: constructability reviews, TWG meetings, stakeholder coordination, utility coordination, construction work plan development, safety/environmental/quality plans development. Earthwork Supt - To manage BNSF Geotech Effort (see Task 3)	**Labor**								
		Project Manager				70	30	2100	$137.74	$289,254.81
		DB Coordinator				70	10	700	$127.79	$89,451.92
		Project Engineer				70	20	1400	$74.71	$104,596.15
		Construction Manager				60	20	1200	$114.52	$137,423.08
		Railway Superintendent				40	10	400	$94.62	$37,846.15
		Administrative Assistant				70	10	700	$43.13	$30,187.50
		Earthwork Superintendent				4	40	160	$114.52	$18,323.08
		Safety Manager				2	40	80	$101.25	$8,100.00
									Subtotal Labor	$715,182.69
		Non Labor								
		Per Diem (Non-supervisor)	Day	0	$90.00					$0.00
		Per Diem (Supervisor)	Mo	12	$1,850.00					$22,200.00
									Subtotal Non Labor	$22,200.00
									Task Total	$737,382.69

Task No	Task Description	Item Description	Unit	Qty	Unit Cost	Task Manhours Weeks	Hrs/Wk	MH	MH Rate	Total
2	Cost Models, GMP Development & Schedules Ames' budget development, 30%/60%/90% cost models, GMP development, design schedule management, creation of construction schedule.	**Labor**								
		Chief Estimator				12	40	480	$127.79	$61,338.46
		Estimator				12	40	480	$104.57	$50,192.31
		Jr. Estimator				12	40	480	$74.71	$35,861.54
		Scheduler				10	40	400	$99.52	$39,807.69
									Subtotal Labor	$187,200.00
		Non Labor								
		Per Diem (Non-supervisor)	Day		$90.00					$0.00
		Per Diem (Supervisor)	Mo		$1,850.00					$0.00
									Subtotal Non Labor	$0.00
									Task Total	$187,200.00

Task No	Task Description	Item Description	Unit	Qty	Unit Cost	Task Manhours Weeks	Task Manhours Hrs/Wk	Task Manhours MH	MH Rate	Total
3	Subs: Geotech (BNSF), ROW Legals & Exhibits Survey & Temp Shoring Design. Geotechnical Investigation for BNSF Railway Lowering. Geotechnical Investigation for the BNSF Lowering will be completed in the spring after the final alignment is agreed to by BNSF.	**Labor**								
									Subtotal Labor	$0.00
		Non Labor								
	Additional survey for ROW Legals & Exhibits (Northern Exploration).	Miscellaneous Pothole (SSC)	Day	10	$3,152.00					$31,520.00
		Western Tech - BTEX	LS	1	$10,380.00					$10,380.00
		Geotech Support Contin.	LS	1	$20,000.00					$20,000.00
	TranSystems - Temporary Shoring Design	Northern Exploration (survey)	LS	1	$20,000.00					$20,000.00
		ROW Survey Contingency	LS	1	$30,000.00					$30,000.00
		TranSystems (temp shoring)	LS	1	$40,778.00					$40,778.00
									Subtotal Non Labor	$152,678.00
									Task Total	$152,678.00

Task No	Task Description	Item Description	Unit	Qty	Unit Cost	Task Manhours Weeks	Task Manhours Hrs/Wk	Task Manhours MH	MH Rate	Total
4	Subs: Additional ROW Title, Relocation & Exhibits/Legals	**Labor**								
									Subtotal Labor	$0.00
		Non Labor								
		Title Reports	LS	1	$6,000.00					$6,000.00
		Relocation Agent	LS	1	$18,000.00					$18,000.00
		Exhibits & Legals	LS	1	$25,500.00					$25,500.00
									Subtotal Non Labor	$49,500.00
									Task Total	$49,500.00

WSP USA
Contract No. 2021-23
LONE TREE OVERPASS

Project No. 03-19004

Scope of Work
For
Amendment 2 Design Services
Design through Release for Construction

February 2022

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 project also includes improvements along Lone Tree Avenue from Sawmill Road to the south to Butler Avenue to the north and along Butler Avenue from Elden Street to the west to Gabel Street to the east. 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 Northern-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. 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 a multi-phase program with scope specific to each phase of design. This Scope of Work covers the development of construction plans, limited to the specific tasks outlined below, through Release for Construction (RFC). Work performed by subconsultants is outlined in attachments at the end of this Scope of Work. Survey, Utility SUE, Right-of-Entry with BNSF, including BNSF specific insurance requirements, field monitoring, and material disposal will be performed outside of this contract by Ames and others. It is anticipated that the duration for this phase will be approximately 16 months.

WSP USA
Suite 405
1230 West Washington Street
Tempe, AZ 85281

Tel.: +1 480 966-8295
Fax: +1 480 966-9234Suite 405
wsp.com

For this phase of the project, a total of three submittals are assumed and are outlined as follows:

1. Preliminary Design Submittal (60%): Design plans and special provisions will be developed to an approximate 60% level design for all disciplines and submitted to the City for review. This level of design will include all major features but not have complete details included with submission. Intent of this submittal is to provide enough information to the City and Stakeholders to perform a 60% level review of concepts and provide comments to the Design Team.
2. Final Design Submittal (95%): Design plans and special provisions will be developed to an approximate 95% level design of all disciplines and submitted to the City for review. This level of design is considered substantially complete and will include all major features and supporting details. This submittal is intended to allow the City and Stakeholders a final review of the project for comments prior to Release for Construction.
3. Release for Construction (Sealed Plans): Sealed plans and special provisions will be submitted to the City for acceptance. These plans and special provisions will serve as the basis for the construction documents to be used by Ames Construction for construction of the project.

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: Project management work will include coordination with Ames Construction, onboarding, and coordination with subconsultants, monthly invoicing, financial management, schedule management, and project tracking.

TASK 1.2 PROJECT COORDINATION: Project coordination will be required between WSP Staff, Ames Construction, subconsultants, City of Flagstaff, ADOT, USACE, and BNSF. Project coordination will include the following subtasks:

Task 1.2A Project Coordination: This work includes general project coordination for the Design Manager and designated staff to coordinate work between disciplines, subconsultants, Ames, the City, and Stakeholders. Coordination activities include activity meetings, technical discussions, project coordination, management of document control, and other coordination activities.

Task 1.2C Technical Working Group Meetings (TWG): These meetings will be used to discuss key project features, make design decisions for the project, and allow for City input during the development of the project design. Decisions that impact the project will be tracked on a decision tracking log with open decisions to be closed once direction is determined. It is anticipated that TWG meetings will be held every other week during the first 6 months and then monthly until completion for a total of up to 22 TWG meetings. It is assumed that all design key task leads will participate in all of these meetings (WSP Personnel - Design Manager/Structures, Roadway, Drainage; Non-WSP – Rail,

Utilities, Landscaping) and that other disciplines will attend as needed for specific action items and discussions (WSP Personnel Geotechnical (12), Public Involvement (10), Environmental (12), Traffic (12), Economist (4)).

Task 1.2C Stakeholder Coordination Meetings: Also included in this task is coordination with Project Stakeholders such as ADOT, USACE, and BNSF. Up to 30 additional meetings are anticipated for this coordination each assumed at two-hour duration plus time for preparation and tracking. This assumes up to 6 for each of USACE, ADOT, and BNSF, as well as additional meetings with utilities, the City, and other unidentified stakeholders. These stakeholder meetings are assumed in addition to the TWG meetings and will be attended by the appropriate Task Lead and discipline staff, the Design Manager, and one junior staff. The Task Lead and discipline staff is accounted for in their respective task scope; this only covers time for the Design Manager and one designated support staff.

A meeting agenda, meeting minutes, action item list, and decision tracking log will be developed for each meeting to document progress and submitted to participants for review and comment.

TASK 1.3 QUALITY PROGRAM: This task will provide the Project Quality Assurance for this Phase. The Quality Assurance Manager will manage the Quality Control program and will review all deliverables developed during this phase for adherence to the PQMP prior to every deliverable.

ASSUMPTIONS: It is assumed that most of the meetings will be virtual and do not require travel. The exception is that it is assumed that 12 of the TWG meetings will be in person, assumed to be one per month, attended by up to 5 key task leads (WSP Personnel - Design Manager/Structures, Roadway, Drainage, Utility, and one other lead as needed).

DELIVERABLES: Meeting Agenda (Electronic PDF), Meeting Minutes (Electronic PDF), Decision Tracking Log (Provided with Meeting Minutes), Action Items Log (Provided with Meeting Minutes)

TASK 2.0 – ROADWAY DESIGN

The work under this task includes the final roadway design for Lone Tree Road between Butler Avenue and US-66, improvements along US-66 to incorporate impacts for the new intersection, improvements along Butler Avenue to incorporate impacts for the new intersection, design of the Elden Corridor, reconfiguration of driveways impacted by the project, and design of the realignment of the Flagstaff Urban Trail System (FUTS) along US-66. Limits include the intersections of Lone Tree Road with Butler Avenue and US-66. Tasks include final road layout, horizontal and vertical geometry and driveway profiles, roadway modeling, typical sections, and cross sections. Curb returns, staking plans, intersection details, and roadway details are included in this task.

SUBTASKS:

TASK 2.1 INTERNAL AND STAKEHOLDER COORDINATION: This task involves internal project coordination and stakeholder meetings, project documentation, and development of meeting agendas, minutes, and action item logs for stakeholder meetings. Coordination is needed with major stakeholders, including ADOT, the City, and potentially City Commissions. We anticipate that all meetings with stakeholders will be virtual. Each meeting is assumed at two-hour duration plus time for preparation and tracking. Meeting agendas and minutes will be prepared and distributed for each meeting unless otherwise noted.

Interagency Coordination: Based on our experience with these stakeholders, we anticipate the following meetings (8 total):

- Quarterly meetings with ADOT to establish intersection and roadway concepts. Anticipate 4 Virtual meetings each stakeholder.
- 4 breakout virtual meetings with City of Flagstaff and/or City Commissions

It is assumed that all key Roadway task leads will participate in all these meetings (WSP Personnel - Roadway Manager & Roadway Engineer).

Internal Coordination: Biweekly or monthly internal and coordination meetings are anticipated between the project manager and the design team (22 total assumed, 1-hour duration).

ASSUMPTIONS: It is assumed that meetings will be virtual and do not require travel.

DELIVERABLES: Meeting Agenda (Electronic PDF), Meeting Minutes (Electronic PDF)

TASK 2.2 PRELIMINARY ROADWAY PLAN SUBMITTAL: This task includes development of the Preliminary Roadway Plan Submittal. Roadway plan sheets are estimated at 40 scale except for sheets where a different scale is determined to be more appropriate. For this work, it is anticipated that a total of 60 plan and detail sheets will be required. A draft Sheet list has been prepared as follows:

- Cover, General Notes, Index (3 Sheets)
- Typical Sections (6 Sheets)
    - Includes sections for Lone Tree North, Elden Corridor, Butler Avenue, and US-66
- Roadway Detail Sheets (10 Sheets)
    - Includes Barrier Summary, Roadway Details, Curb Access Ramps, and Driveway Layouts
- Roadway Geometry Sheets (10 sheets)
    - Includes Lone Tree North, Elden Corridor, Butler Avenue, and US-66
- Demolition Plans (8 Sheets)
- Roadway Plan and Profile Sheets (20 Sheets)
    - Includes Lone Tree North, Elden Corridor, Butler Avenue, US-66, Side Roads, and Driveways
- Intersection Staking Plans (3 Sheets)
- Cross Sections (31 Sheets) – Sheets will be produced using InRoads and will be reviewed for general acceptance. They will not be revised, updated, or annotated to a bid quality set.

DELIVERABLES: Preliminary Design Submittal (Electronic PDF and associated files)

TASK 2.3 FINAL ROADWAY PLAN SUBMITTAL: This task involves further refinement of the Preliminary Design Submittal to develop the Final Design Submittal. Concepts and details will be further refined, and comments received from the Preliminary Design Submittal will be evaluated and incorporated as necessary into the design. Final design plans will identify traffic infrastructure and include necessary details to complete the work.

DELIVERABLES: Final Design Submittal (Electronic PDF and associated files)

TASK 2.4 RFC ROADWAY PLAN SUBMITTAL: This task involves further refinement of the Final Design Submittal to develop the RFC Design Submittal. Concepts and details will be finalized, and comments received from the Final Design Submittal will be evaluated and incorporated as necessary into the design.

DELIVERABLES: RFC Design Submittal (Electronic PDF and associated files)

TASK 2.5: Final quantities will be developed with the Preliminary, Final, and RFC Design Submittal for use by Ames Construction during development of their GMP for comparative purposes. Quantities developed by WSP are not intended to be used as standalone quantities for price development. WSP will not provide an Engineer's Cost Estimate as part of this work. Work under this task also includes quantity reconciliation between Ames Construction and the design team.

DELIVERABLES: Quantities available upon request for comparative purposes.

LIMITATIONS: Upon Ames' request, the design Earthwork Model will be provided to subgrade limits. The use of the design Earthwork Model for construction should be limited to rough grading only and is not intended to be used for fine grading at intersections, warped areas, or transition areas. A more refined Earthwork Model may be provided under a separate amendment as agreed to by all parties. Information shown on the construction plans shall be considered precedent when there is a discrepancy between this model and the construction documents.

TASK 3.0 – TRAFFIC DESIGN

The Work under this task includes the evaluation of additional alternative intersection concepts for the Lone Tree / Butler Road intersection, revisions to the Traffic Impact Analysis to capture these additional alternatives, and final design of signing, pavement marking, traffic signal, roadway lighting, and roadway lighting modification plans for US Route 66, Lone Tree Road, Butler Avenue, and the FUTS trail and pathways. As part of this task, we anticipate that we will require re-evaluation and updates to the regional travel demand model, and that we will provide exhibit development for the additional intersection concepts and attendance at preparation meetings and one Flagstaff Mayor and Council meeting, and the submittal of a new Traffic Report to the City and ADOT. In addition, a concept for the construction sequencing and maintenance and protection of traffic plans will be included. The intersections of Lone Tree Road / Franklin Road and Lone Tree Road / Sawmill Road will have a traffic signal warrant evaluation completed. It is anticipated that the Lone Tree Road / Sawmill Road will meet traffic signal warrants and that final design for a traffic signal at this intersection will be required.

The following roadways and intersections are included under the scope of this task:

- Four additional intersection concepts for the Lone Tree Road / Butler Avenue intersection
- US Route 66 – Signing, Pavement Marking (existing roadway lighting on north side remains)
- Lone Tree Road (US Route 66 to Butler Avenue) – Signing Pavement Marking, Roadway Lighting
- Butler Avenue (Elden Street to Lumber Street) – Signing, Pavement Marking, Road Lighting Modifications
- US Route 66 / Lone Tree Road – Intersection – Signal/Signing/Striping/Lighting
- Lone Tree Road / Butler Avenue – Intersection – Signal/Signing/Striping/Lighting
- Lone Tree Road / Franklin Road – Intersection – Warrant Study
- Lone Tree Rd / Sawmill Rd – Intersection – Warrant Study, Signal/Signing/Striping/Lighting

SUBTASKS:

TASK 3.1 INTERNAL AND STAKEHOLDER COORDINATION: This task involves internal project coordination and stakeholder meetings, project documentation, and development of meeting agendas, minutes, and action item logs for stakeholder meetings. Coordination is needed with major stakeholders, including ADOT, the City, and potentially City Commissions. We anticipate that all meetings with stakeholders will be virtual. Each meeting is assumed at two-hour duration plus time for preparation and tracking. Meeting agendas and minutes will be prepared and distributed for each meeting unless otherwise noted.

Interagency Coordination: Based on our experience with these stakeholders, we anticipate the following meetings (8 total):

- Quarterly meetings with ADOT to establish intersection and roadway concepts. Anticipate 4 Virtual meetings each stakeholder.
- 2 breakout virtual meetings with the City of Flagstaff to review materials for a Mayor and Council meeting
- Attendance at a Mayor and Council meeting, including a powerpoint presentation. It is assumed that the presentations will be limited to the four intersections requested and a discussion of the EIS.
- 4 breakout virtual meetings with City of Flagstaff and/or City Commissions

It is assumed that all key Traffic task leads will participate in all these meetings (WSP Personnel - Traffic Manager & Sr Traffic Engineer).

Internal Coordination: Biweekly or monthly internal and coordination meetings are anticipated between the project manager and the design team (22 total assumed, 1-hour duration).

It is assumed that only the Traffic task lead will participate in all these meetings (WSP Personnel - Traffic Lead).

ASSUMPTIONS: It is assumed that meetings will be virtual and do not require travel.

DELIVERABLES: Presentation to Mayor and Council. Meeting Agenda (Electronic PDF), Meeting Minutes (Electronic PDF)

TASK 3.2 REGIONAL TRAVEL DEMAND MODEL VERIFICATION: This task includes a review of the regional travel demand model assumptions relative to Lone Tree lane configuration (roadway) and intersection coding relative to the LTO/Butler intersection and the Sawmill development. Revisions to the model will be conducted to determine any potential reouting of traffic under the capacity constraints of the current alternatives. MetroPlan will be consulted during this process. If significant changes in daily volumes result from the regional model changes, new peak hour traffic volumes will be developed.

DELIVERABLES: Revised traffic volumes to be incoroporated into TIA and EIS as required. No formal deliverable.

TASK 3.3 PRELIMINARY INTERSECTION EVALUATION: This task includes refinement of Option 5 presented to Flagstaff Mayor and Council on January 25th, 2022. Three additional options will be developed, 2, 3 and 4. Option 5 will become Option 1. Along with these exhibits, bicycle routes through these options will be evaluated for Options 1-4. Level of Service (LOS) results will be developed and/or refined for all four options. Further review of State of the Art intersection safety features will be conducted with findings evaluated for inclusion with the additional intersection concepts. PowerPoint slides of Options 1-4 will be developed

DELIVERABLES: Information will be used to support presentation to Mayor and Council and development of TIA. No formal deliverable.

TASK 3.4 REVISED IMPACT ANALYSIS: This task includes the development of a new Traffic Impact Analysis for submittal to the City and ADOT. The new report will replace the previously submitted Traffic Impact Analysis and will address the comments received by ADOT and the changes in direction by the City. Due to the changes in intersection layouts made through the various Mayor and Council meetings, the new report will focus only on the preferred alternative and not include evaluations of the various iterations.

DELIVERABLES: A new standalone Traffic Report.

TASK 3.5 TRAFFIC PLANS: This task includes development of Traffic design plans (Preliminary, Final, and RFC). Design plans will identify traffic infrastructure and include necessary details to complete the work. Additional tasks are included for roadway lighting analysis to confirm light pole spacing on the new Lone Tree Road roadway, voltage drop calculations for new lighting system, and a traffic signal warrant analysis at Lone Tree Road / Sawmill Road. Traffic control plans will include maintaining access through the project for pedestrians and bicyclists. In addition, traffic control at the Lone Tree / Butler Road intersection will be maintained with a temporary traffic signal, as needed. Traffic plan sheets are estimated at 40 scale and will match roadway plan set scale. For this work, it is anticipated that a total of 78 plan and detail sheets will be required. A draft Sheet list has been prepared as follows:

- Signing Plans (16 Sheets)
    - General Notes, Sign Summary Sheets, Signing Plans, Sign Format Sheets
- Pavement Marking Plans (8 Sheets)
    - General Notes/Legend/Quantity Table, Pavement Marking Plans

- Roadway Lighting Plans – Lone Tree Road (7 Sheets)
    - General Notes/Legend, Details, Electric Summary Sheet, Pole Schedule, Roadway Lighting Plans
- Roadway Lighting Modification Plans – US 66 and Butler Ave. (4 sheets)
- Traffic Signal Plans (12 Sheets, US Route 66 / Lone Tree Road, Lone Tree Road / Butler Avenue, Lone Tree Road / Sawmill Road)
    - General Notes, Legend, Plans, Phasing Diagram/Cabinet Schedule, Pole Schedule, Conductor Schedule
- Construction Sequencing Plans - (9 Sheets)
- Traffic Control Plans (22 Sheets)
    - General Notes, Summary Tables, Plans

Task 3.5A Preliminary Traffic Plan Submittal: This task includes development of the Preliminary Plan Submittal. This level of design will include all major features but not have complete details included with submission. Included with this task is a Preliminary Traffic Plan Update that will include an update to the preliminary signal and pavement marking design at the Lone Tree Road / Butler Avenue and the Route 66 / Lone Tree Road intersections based on input from the City of Flagstaff regarding pedestrian and bicycle facilities after a Draft Preliminary Traffic Plan is submitted for review and comment.

Task 3.5B Final Traffic Plan Submittal: This task involves further refinement of the Preliminary Design Submittal to develop the Final Design Submittal. Concepts and details will be further refined, and comments received from the Preliminary Design Submittal will be evaluated and incorporated as necessary into the design. Final design plans will identify traffic infrastructure and include necessary details to complete the work.

Task 3.5C RFC Traffic Plan Submittal: This task involves further refinement of the Final Design Submittal to develop the RFC Design Submittal. Concepts and details will be finalized, and comments received from the Final Design Submittal will be evaluated and incorporated as necessary into the design.

DELIVERABLES: Preliminary Design Submittal (Electronic PDF and associated files), Final Design Submittal (Electronic PDF and associated files), RFC Design Submittal (Electronic PDF and associated files)

TASK 3.6 QUANTITIES: Final quantities will be developed with the Preliminary, Final, and RFC Design Submittal for use by Ames Construction during development of their GMP for comparative purposes. Quantities developed by WSP are not intended to be used as standalone quantities for price development. WSP will not provide an Engineer's Cost Estimate as part of this work. Work under this task also includes quantity reconciliation between Ames Construction and the design team.

DELIVERABLES: Quantities available upon request for comparative purposes.

TASK 4.0 – DRAINAGE DESIGN

The Work under this task includes preparation of final drainage design construction documents. The task includes submittal of the Preliminary, Final and RFC drainage plans and specifications. The drainage design plans will include typical sections, drainage details, and channel/culvert/storm drain plan and profile sheets.

Additional tasks include analysis of the existing offsite drainage to confirm the previous analyses, an analysis of these conditions as modified by the project, and coordination with stakeholders including the USACE for connectivity to Rio de Flag and BNSF to establish proposed drainage concepts on railroad ROW. A drainage report will be completed to document the analysis performed.

SUBTASKS:

TASK 4.1 INTERNAL AND STAKEHOLDER COORDINATION: This task involves internal project coordination and stakeholder meetings, project documentation, and development of meeting agendas, minutes, and action item logs for stakeholder meetings. Coordination is needed with major stakeholders, including ADOT, USACE, and BNSF, who have facilities in the project area. We anticipate that all meetings with stakeholders will be virtual. Each meeting is assumed at two-hour duration plus time for preparation and tracking. Meeting agendas and minutes will be prepared and distributed for each meeting unless otherwise noted.

Interagency Coordination: Based on our experience with these stakeholders, we anticipate the following meetings (10 total):

- Quarterly meetings with BNSF and USACE to establish drainage concepts and to perform analysis acceptable by the stakeholders. Anticipate 4 Virtual meetings each stakeholder.
- 2 breakout virtual meetings with City of Flagstaff Stormwater Department

It is assumed that key drainage task leads will participate in all these meetings (WSP Personnel - Drainage Task Lead & Drainage Engineer).

Internal Coordination: Biweekly or monthly internal and coordination meetings are anticipated between the project manager and the design team (22 total assumed, 1-hour duration). Two breakout meetings for SWPPP related coordination with subconsultant performing SWPPP task is anticipated (2 assumed, 2-hour duration).

It is assumed that key drainage task leads will participate in all these meetings (WSP Personnel - Drainage Task Lead & Drainage Engineer).

ASSUMPTIONS: It is assumed that meetings will be virtual and do not require travel.

DELIVERABLES: Meeting Agenda (Electronic PDF), Meeting Minutes (Electronic PDF)

TASK 4.2 DRAINAGE ANALYSIS: This task includes final drainage design as part of the construction document plan preparation. WSP will finalize the hydrologic analyses and design of facilities identified in previous phases of this project. Design efforts will include sizing of Storm Drains, Culverts, Detention Basins, and Ditches & Minor Channels. Existing and proposed pavement drainage hydrology will be analyzed. Coordination with BNSF track profiles and track design will continue from previous phases to determine the best approach for drainage and alignment within BNSF ROW using BNSF design codes and standards as the basis of design and evaluation. A Final Drainage Report will be submitted as documentation for all analysis completed.

Final Survey/Topographic Data Assessment: Final survey and topographic data will be assessed to confirm drainage analysis performed in previous phases. Existing manholes will be reviewed and assessed to determine construction status (reconstruct versus adjust) for the proposed design. WSP will conduct one field visit to visually identify existing drainage inventory and conditions. It is assumed that this field visit will be performed by two drainage engineers.

Hydrology: This task will finalize the existing hydrologic analysis of the project area based on final survey, topographic data and record drawings. WSP will use the prior work completed and progress the analysis to a final design level that requires densification of drainage area detail. Calculations will be based on updated data and changes to the schematic design. The final runoff discharges calculated will be used in sizing of storm drains and routing of detention basins to meet pre-project vs. post-project conditions.

Hydraulics| Storm Drain Modeling and Culvert Analysis: This task will establish the existing condition to set design parameters for proposed condition. The record drawings and other collected data will be used to perform the existing condition hydraulic analysis. Existing and proposed Condition Hydraulics will be modeled for both BNSF Culverts and On-Site storm drain systems. Proposed results will be compared against existing results to verify pre vs post criterion are met and no adverse impacts to surrounding properties result. The flow rates from the existing and proposed hydrologic analyses will be used to establish starting conditions. Pipe material type selection will be performed based on the storm drain layout to meet requirements for each jurisdiction within the project limits.

Low Impact Development (LID) Requirements: This task will include final design of retention/detention basins, bioswales, bleeder pipes or other facilities required to satisfy the City of Flagstaff LID requirements. Conceptual designs from previous phases will be incorporated with the final design. The single basin on the northwest side of Lone Tree Road is a combination basin that handles both retention and detention. To accommodate the LID requirement of Lone Tree Road, the retention runoff volume will be retained at the bottom of the basin whereas the remaining volume of the basin will be used as detention to attenuate flows breaching the RDF. Basins are required to meet drain time requirements and analysis is required to perform the double ring infiltration tests per the Geotechnical requirements. It is to be determined whether natural percolation or an underdrain system will be used to drain the basin. HECHMS/PondPack will be used to route the flows to the detention basin and compute the peak outflow for pre vs post project conditions.

Drainage Grading Design and Scour Mitigation: This task includes design efforts required to complete final design level grading including drainage swales, basins, culvert inlets/outlets and scour mitigation. 3D DTM models will be created using INROADS for the proposed design and will be used in earthwork calculations and 3D base file creation.

Drainage Report Preparation: WSP will prepare a Drainage Report documenting the analysis and design of the project. The Drainage Report will be submitted for Draft review, followed by a Final submittal that will incorporate comments received during the review period. The Drainage Report will be submitted in draft form for review with the Preliminary Design Submittal package. An updated unsealed Final Drainage Report will be provided with the Final Design Submittal. Comments will be incorporated and the Final Drainage Report. The Final Drainage Report will be sealed and submitted with the final RFC submittal.

ASSUMPTIONS: It is assumed that no new offsite drainage areas that were not addressed in previous phases will be encountered.

DELIVERABLES: Draft Drainage Report (Electronic PDF), Final Sealed Drainage Report (Electronic PDF), Electronic Package containing Final Report and Back Up Design Documentation electronic versions of models (Zip File)

TASK 4.3 DRAINAGE PLANS: This task includes progression of the previous work into the project final design plans. It is anticipated that drainage design will be incorporated with the roadway final plans. Final design plans will identify drainage infrastructure and include necessary details or plan and profiles. Drainage plan sheets are estimated at 40 scale and will match roadway plan set scale. For this work, it is anticipated that a total of 35 plan and detail sheets will be required. A draft Sheet list has been prepared as follows:

- Summary Sheets (2 Sheets)
    - One summary sheet each for Storm drains and Culverts are anticipated.
- Onsite Drainage Plan (11 Sheets)
    - Two (2) sheets for Route 66
    - Two (2) sheets for Lone Tree Overpass
    - Three (3) sheets for Elden Loop
    - Two (2) sheet for Butler Ave
    - Two (2) Sheets side streets plan
- Onsite Drainage Profiles (8 Sheets)
    - Four (4) sheets for Route 66 Storm drain replacements and outlets.
    - Two (2) sheets for Lone Tree Overpass
    - Two (2) sheets for Elden Street and Butler Ave
- Offsite Drainage Culvert/Channel Plan & Profile (6 Sheets)
    - Two (2) Culvert plan and profile to replace two existing crossings under BNSF.
    - Four (2-North & 2-South) plan and profile sheets for surface drainage in the BNSF right-of-way and lateral connections to new culverts outletting to RDF.
- Drainage Special Details (8 Sheets)
    - Estimate two (2) sheets for LID facilities and detail for detention basin.

- Estimate two (2) sheets for BNSF and RDF detail improvements.
- Estimate four (4) sheets of Miscellaneous Drainage Details.

Task 4.3A Preliminary Drainage Plan Submittal: This task includes development of the Preliminary Plan Submittal. This level of design will include all major features but not have complete details included with submission.

Task 4.3B Drainage Roadway Plan Submittal: This task involves further refinement of the Preliminary Design Submittal to develop the Final Design Submittal. Concepts and details will be further refined, and comments received from the Preliminary Design Submittal will be evaluated and incorporated as necessary into the design. Final design plans will identify traffic infrastructure and include necessary details to complete the work.

Task 4.3C RFC Drainage Plan Submittal: This task involves further refinement of the Final Design Submittal to develop the RFC Design Submittal. Concepts and details will be finalized, and comments received from the Final Design Submittal will be evaluated and incorporated as necessary into the design.

Drainage Package Preparation: In addition to the Plan Sheet and Special Provision Submittals, ILandXML and 3D base files will be created and included with every submittal.

ASSUMPTIONS:

1. Mapping required outside of the project topographic design level mapping will be provided by the City, County, State or USGS, whichever provides the most pertinent data.
2. It is unknown whether Rio de Flag will be constructed prior to or after this project. Therefore, all connections to the Rio de Flag channel will meet either condition. If Rio de Flag is constructed prior to this project, WSP Drainage will assist WSP Environmental in coordinating directly with USACE to obtain any approvals and/or permits (up to 18 months for 401/408). WSP assumes that if the Rio de Flag is not constructed, the existing watercourse permits will be obtained prior to construction.
3. The plans will be prepared utilizing the current City of Flagstaff Standards as of the Notice to Proceed date for this work assignment. Drainage facilities located on Route 66 shall be designed using ADOT Standards. Drainage facilities located within BNSF right-of-way will be designed using BNSF Standards, but plans will be prepared following project criteria. BNSF CADD standards will not be used for this section of the drainage design.
4. Design will utilize topographic survey provided by AMES in June 2021. Any supplemental topographic survey required in final design will be performed by AMES.
5. Existing drainage patterns will be maintained.
6. Design Exceptions and/or Variances are not included in this scope of work. If required, they will be executed by contract modification.
7. All record drawings shall be provided by the City of Flagstaff

DELIVERABLES: Preliminary Design Submittal (Electronic PDF and associated files), Final Design Submittal (Electronic PDF and associated files), RFC Design Submittal (Electronic PDF and associated files)

TASK 4.4 QUANTITIES: Final quantities will be developed with the Preliminary, Final, and RFC Design Submittal for use by Ames Construction during development of their GMP for comparative purposes. Quantities developed by WSP are not intended to be used as standalone quantities for price development. WSP will not provide an Engineer's Cost Estimate as part of this work. Work under this task also includes quantity reconciliation between Ames Construction and the design team.

DELIVERABLES: Quantities available upon request for comparative purposes.

TASK 5.0 – STRUCTURAL DESIGN

The Work under this task includes development of final design plans, special provisions, and structural calculations for the Lone Tree Overpass bridge, associated retaining walls, and specially designed details required for the project. This task also includes coordination with BNSF and USACE to coordinate geometry and permits due to substructure elements located within or near their respective right-of-way. Task will also develop a structural phasing concept for construction of the bridge to coordinate phasing required for realignment of the BNSF railroad tracks as part of this project.

SUBTASKS:

TASK 5.1 INTERNAL AND STAKEHOLDER COORDINATION: This task involves internal project coordination and stakeholder meetings, project documentation, and development of meeting agendas, minutes, and action item logs for stakeholder meetings. Coordination is needed with major stakeholders, including ADOT, USACE, and BNSF, due to impacts the bridge structure has on their facilities. We anticipate that all meetings with stakeholders will be virtual. Each meeting is assumed at two-hour duration plus time for preparation and tracking. Meeting agendas and minutes will be prepared and distributed for each meeting unless otherwise noted.

Interagency Coordination: Based on our experience with these stakeholders, we anticipate the following meetings (8 total):

- Quarterly meetings with BNSF and USACE to establish drainage concepts and to perform analysis acceptable by the stakeholders. Anticipate 4 Virtual meetings each stakeholder.

It is assumed that key structure task leads will participate in all these meetings (WSP Personnel - Structures Task Lead & Structural Engineer).

Internal Coordination: Biweekly or monthly internal and coordination meetings are anticipated between the project manager and the design team (22 total assumed, 1-hour duration).

It is assumed that key structure task leads will participate in all these meetings (WSP Personnel - Structures Task Lead & Structural Engineer).

ASSUMPTIONS: It is assumed that meetings will be virtual and do not require travel.

DELIVERABLES: Meeting Agenda (Electronic PDF), Meeting Minutes (Electronic PDF)

TASK 5.2: The bridge structure will cross the proposed USACE Rio de Flag canal, the BNSF railroad ROW, and the Flagstaff Urban Trail System (FUTS) south of Route 66. The selected bridge span arrangement is a four-span arrangement as shown in the previous phase. The superstructure type is anticipated to consist of a mix of precast, prestressed AASHTO box beams across the FUTS trail, Bulb T-Girders across BNSF right-of-way, and either Bulb T-Girders or a cast-in-place post tensioned box across USACE and Elden Corridor. The structure type for the southern two spans has not yet been selected. A preferred superstructure type will need to be selected prior to advancement of structural design of these spans. The substructure is anticipated to be a system of piers supported on drilled shafts founded in bedrock. The bridge design will include development of final design plans, special provisions, a Load Rating Report for use by ADOT, and Structural Calculations. The design will be based on the following:

DESIGN REQUIREMENTS: AASHTO LRFD Bridge Design Specifications, 8th Edition 2017, HL-93 Design Vehicle
AASHTO Manual for Bridge Evaluation, 3rd Edition, 2018, LRFR Rating

Bridge plan sheets are estimated at 40 scale. For this work, it is anticipated that a total of 60 plan and detail sheets will be required. A draft Sheet list has been prepared as follows:

- General Plan and Elevation (2 Sheets)
- Typical Sections & Profile Grades (2 Sheets)
- General Notes & Sheet Index
- Foundation Plans (2 Sheets)
- Foundation Details (2 Sheets)
- Abutment 1 Plan & Elevation
- Abutment 2 Plan & Elevation
- Abutment Details (3 Sheets)
- Wingwall Details
- Pier 1 Plan & Elevation
- Pier 2 Plan & Elevation
- Pier 3 Plan & Elevation
- Pier Details (4 Sheets)
- Bearing Details
- Framing Plan (4 Sheets)
- Girder Details (3 Sheets)

- Box Beam Details (3 Sheets)
- CIP Box Details (4 Sheets)
- Prestressing Details
- Deck Plan (2 Sheets)
- Abutment Diaphragm Details (2 Sheets)
- Pier Diaphragm Details (2 Sheets)
- Intermediate Diaphragm Details (3 Sheets)
- Deck Section and Details (2 Sheets)
- Barrier Details
- Miscellaneous Details (3 Sheets
- Camber Details (3 Sheets)
- Screed Elevations (4 Sheets)

Task 5.2A Preliminary Bridge Plan Submittal: This task includes development of the Preliminary Plan Submittal. This level of design will include all major features but not have complete details included with submission.

Task 5.2B Drainage Bridge Plan Submittal: This task involves further refinement of the Preliminary Design Submittal to develop the Final Design Submittal. Concepts and details will be further refined, and comments received from the Preliminary Design Submittal will be evaluated and incorporated as necessary into the design. Final design plans will identify traffic infrastructure and include necessary details to complete the work.

Task 5.2C RFC Bridge Plan Submittal: This task involves further refinement of the Final Design Submittal to develop the RFC Design Submittal. Concepts and details will be finalized, and comments received from the Final Design Submittal will be evaluated and incorporated as necessary into the design.

DELIVERABLES: Preliminary Design Submittal (Electronic PDF and associated files), Final Design Submittal (Electronic PDF and associated files, includes unsealed Load Rating Report), RFC Design Submittal (Electronic PDF and associated files, includes Sealed Load Rating Report, Sealed Structural Calculations available upon request)

TASK 5.3: Walls are required to support the elevated roadway at the approaches to the bridge structure and are anticipated to be required to support the FUTS trail along the northern BNSF right-of-way line. While wall type has not been finalized, they are anticipated to be either cast-in-place cantilevered retaining walls following ADOT Standard Drawing details or MSE walls to be designed using a proprietary system with an as yet unidentified MSE Wall Designer. The wall design will include development of final design plans, special provisions, and Structural Calculations for any special details. The design will be based on the following:

DESIGN REQUIREMENTS: AASHTO LRFD Bridge Design Specifications, 8th Edition 2017, HL-93 Design Vehicle

Wall plan sheets are estimated at 40 scale. For this work, it is anticipated that a total of 11 plan and detail sheets will be required. A draft Sheet list has been prepared as follows:

- Wall Location Plan
- Wall Plan & Elevation (7 Sheets)
- Wall Typical Sections
- Miscellaneous Wall Details (2 Sheets)

Task 5.3A Preliminary Wall Plan Submittal: This task includes development of the Preliminary Plan Submittal. This level of design will include all major features but not have complete details included with submission.

Task 5.3B Drainage Wall Plan Submittal: This task involves further refinement of the Preliminary Design Submittal to develop the Final Design Submittal. Concepts and details will be further refined, and comments received from the Preliminary Design Submittal will be evaluated and incorporated as necessary into the design. Final design plans will identify traffic infrastructure and include necessary details to complete the work.

Task 5.3C RFC Wall Plan Submittal: This task involves further refinement of the Final Design Submittal to develop the RFC Design Submittal. Concepts and details will be finalized, and comments received from the Final Design Submittal will be evaluated and incorporated as necessary into the design.

DELIVERABLES: Preliminary Design Submittal (Electronic PDF and associated files), Final Design Submittal (Electronic PDF and associated files), RFC Design Submittal (Electronic PDF and associated files, Sealed Structural Calculations available upon request)

TASK 5.4: Miscellaneous details are required to support other disciplines. The full scope of these details has not yet been identified but are estimated based on similar projects with similar scope of work. This work will include development of final design plans, special provisions, and Structural Calculations for any special details when required. The design will be based on the following:

DESIGN REQUIREMENTS: AASHTO LRFD Bridge Design Specifications, 8th Edition 2017, HL-93 Design Vehicle

For this work, it is anticipated that a total of 6 detail sheets will be required. Anticipated special details may include the following:

- Custom Catch Basin Design and Details
- Non-Standard Light Pole Foundations
- Aesthetic Wall or Artwork Supports and Connections

- Project Specific Barrier Details

These details will be included with their respective disciplines that they are applicable.

DELIVERABLES: Preliminary Design Submittal (Electronic PDF and associated files), Final Design Submittal (Electronic PDF and associated files), RFC Design Submittal (Electronic PDF and associated files, Sealed Structural Calculations available upon request)

TASK 5.5 QUANTITIES: Final quantities will be developed with the Preliminary, Final, and RFC Design Submittal for use by Ames Construction during development of their GMP for comparative purposes. Quantities developed by WSP are not intended to be used as standalone quantities for price development. WSP will not provide an Engineer's Cost Estimate as part of this work. Work under this task also includes quantity reconciliation between Ames Construction and the design team.

DELIVERABLES: Quantities available upon request for comparative purposes.

TASK 6.0 – UTILITY COORDINATION

The Work under this task includes coordination with our subconsultant, Peak Engineering, for utility work required on the project. This coordination will involve coordinating utilities with the various disciplines to identify and avoid conflicts.

DELIVERABLES: None.

TASK 7.0 - ENVIRONMENTAL

TASK 7.1 USACE WUSA JD COORDINATION: The Work under this task includes coordination with the United States Army Corps of Engineers (USACE) to seek a determination for an Approved Jurisdictional Determination (AJD) for the Lone Tree Overpass Project. The AJD will be sought to facilitate construction routes across the site.

TASK 7.2 ADOT COORDINATION: Also included under this task is coordination with the Arizona Department of Transportation (ADOT) Environmental Planning, where required, to obtain clearances and Rights of Entry and permitting for the work.

TASK 7.3 ESA SITE VISITS: Additional field visits are also included to finish the Environmental Site Assessments (ESA) started in the initial phases as the right-of-way acquisitions could not completed in one phase. These ESAs will continue under the scope remaining from the previous phase. It is assumed that two additional field visits will be required to complete the ESAs started in preliminary phases. The time under this task includes travel time and time in the field required to complete the ESA.

TASK 7.4 USACE PERMIT COORDINATION: The work under this task includes coordination with the USACE to obtain permits under Section 408 for the Lone Tree Overpass project. The USACE has indicated that a 408 permit may be required as the Rio de Flag project is an established, planned project.

TASK 7.5 ENVIRONMENTAL EVALUATION MEMORANDUM: The work under this task will develop an environmental evaluation memorandum to evaluate several environmental factors as requested by the City. Factors that may be considered in this memorandum may include Equity, Safety, Historical Properties, Environmental Impacts, etc. This memorandum will be based on existing data and limited desktop research and will not reach the level of analysis typically required by a Environmental Assessment under the National Environmental Policy Act.

DELIVERABLES: Environmental Evaluation Memorandum (Electronic, Draft and Final).

TASK 8.0 – GEOTECHNICAL

The Work under this task includes performing double-ring percolation tests for the proposed retention basin for the project. In addition, a field exploration for the planned shoring wall will also be performed. These tasks are described below.

SUBTASKS:

TASK 8.1 PERCOLATION TESTS: Three percolation tests will be performed in general accordance with ASTM D3385 at an approximate depth of about 5 feet below existing site grades, which represents the approximate bottom of basin. In order to perform the tests, pits will need to be excavated to the planned depth using a rubber-tired backhoe. Upon completion of the tests, the pits will be backfilled with the excavated soils and compacted using the backhoe. The results of the percolation tests will be provided in a technical memorandum.

WSP will contract with Speedie and Associates located in Flagstaff, Arizona, to complete the double ring infiltrometer tests. The scope of work for Speedie and Associates is attached at the end of this document.

TASK 8.2 SHORING WALL EXPLORATION: This task includes a field investigation using geologic mapping, geotechnical borings, laboratory testing and seismic surveys to develop an understanding of the subsurface conditions and development of a subsurface profile for shoring wall design.

WSP will perform geologic mapping along the south edge of the railroad tracks to document the presence of exposed bedrock outcrops along the length of the proposed shoring wall. The mapping will include observation of the character of the bedrock that may impact excavation methods including fracture frequency and hardness. This information would be used along with the planned borings and seismic lines for developing an interpretation of the geologic and geotechnical profile for the shoring wall.

WSP will subcontract with Geomechanics Southwest Inc. (GSI) to complete the borings. The field exploration for the shoring wall will consist of the advancement of 10 soil borings to a depth of 30 feet, or refusal. The borings will be advanced using auger drilling techniques using a track-mounted drill rig. Standard SPT and ring samplers will be driven to collect in-situ soil samples on 5-foot or less intervals in the borings. The borings will be backfilled with cuttings upon completion. The scope of work for GSI is attached to the end of this document.

Appropriate laboratory tests will be performed to evaluate soil properties and characteristics for engineering analysis and design as required for the shoring wall. The laboratory tests are expected to include the following types of tests.

- Sieve Analysis
- Atterberg Limits
- Moisture Content
- Unit Weight
- Consolidation
- Direct Shear
- pH & Resistivity
- Chlorides & Sulfates

Laboratory testing will be completed by Speedie And Associates.

Seismic surveys will be performed under the supervision of WSP for the shoring wall to evaluate the depth to bedrock and subsurface conditions. The seismic surveys will be performed by Atlas using a combination of techniques. The scope of work for Atlas is attached to the end of this document.

The above data, interpretations and recommendations will be incorporated into our geotechnical report for the project. Recommended design parameters for design of the shoring wall, as well as recommendations for slopes and subballast, will also be incorporated into our final report.

Additional subconsultants, if needed, will be added to the project with approval of Ames and the City through contract modification.

ASSUMPTIONS/EXCLUSIONS:

1. The soils excavated from the pits will be used to backfill the excavations and compaction testing of the material will not be required.

It is assumed adequate space is available along the south side of the siding tracks for drill rig access or a graded path will be provided by Ames. Crossing of the existing tracks will not be needed. Drill production rates assume no interruptions will be required for train passage. A single mobilization of drill equipment will be needed and fieldwork will occur during daytime hours.DELIVERABLES: Percolation Test Results Memorandum

TASK 9.0 – PUBLIC INVOLVEMENT

The Work under this task includes providing Public Involvement (PI) services and support for the Project during this phase. The WSP Public Involvement team will work closely with the City to determine scope and effort of each task outline below in order to meet the intent of the PI program. WSP will also work closely with the City's Public Information Officer to present a unified message to stakeholders and the public.

SUBTASKS:

TASK 9.1 PUBLIC INVOLVEMENT PLAN AND STAKEHOLDER OUTREACH: WSP will review and update the Public Involvement Plan (PIP) developed in Phase I for relevancy and efficacy. WSP assumes three City of Flagstaff reviews, including final approval. WSP will also update the comprehensive stakeholder/project outreach list developed in previous phases. WSP assumes the City of Flagstaff will provide updates to any existing adjacent project distribution lists and will share any new relevant lists.

TASK 9.2 STAKEHOLDER OUTREACH: WSP will also attend stakeholder and property owner meetings related to right-of-way acquisition and neighborhood and business group meetings, as needed. WSP assumes all meetings will be held virtually. WSP assumes attendance at up to 6 meetings. WSP will also monitor and respond to project emails.

TASK 9.3 MATERIAL - UPDATE: WSP will update the previously developed print collateral materials twice during this phase with support from the technical project team, including:

- Project Messaging Document with Q & A
- Project Overview fact sheet
- PowerPoint presentation
- Email blast graphics
- Social media posts for the City of Flagstaff's Facebook/Twitter accounts (12 total).

WSP assumes three City of Flagstaff reviews, including final approval of materials. WSP assumes the fact sheets and comment forms will be translated to Spanish. WSP assumes up to 6 presentations will be prepared. WSP also assumes email blasts will be sent by City of Flagstaff.

TASK 9.4 IN-PERSON PUBLIC MEETING #2: WSP will plan and coordinate an in-person meeting to provide an update and solicit input on the project's design at approximately the time of the Preliminary Design submittal. This meeting is anticipated to have a duration of up to two hours.
WSP will:

- Locate and reserve a meeting space.
- Provide two PI staff members for logistical/administrative support and three technical staff to support the meeting.
- Hold one planning conference call with project team members.
- Provide a summary of the meeting including documentation of all public comments and questions.
- Record the meeting presentation (voiceover) and place all materials on the project website.
- Create a registration site for meeting attendees to pre-register for the meeting. Pre-registering would be optional for attendees.
- Develop a meeting notification mailer (size 5.5"x8.5", two-sided printing). WSP will draft, layout, print and mail a meeting postcard via Every Door Direct Mail (EDDM) for up to 9,000 businesses and residential stakeholders along mail carrier routes near the project location to provide notification of the public meeting. WSP will print additional copies of the mailer for distribution by the City of Flagstaff, as desired.
- Develop and place a newspaper advertisement in the Arizona Daily Sun to announce the meeting.

- Develop 11”x17” meeting notification posters (English and Spanish) (25 total).
- Develop graphic intensive email blasts for electronic notification of the meeting (2 total).
- Develop online and hard copy comment form/survey (English and Spanish) (Printing: 250 total color copies - 200 English/50 Spanish per comment form).
- Draft and lay-out display board graphics formatted for virtual presentation (up to 12 graphics) and printed on foam core boards.

WSP assumes up to 200 people will attend the in-person meeting and up to 100 public comments/questions will be submitted.

ASSUMPTIONS: It is assumed that this meeting will be in person for support and technical staff. Time and costs for travel are included. It is assumed that this is an evening meeting and an overnight stay will be required.

TASK 9.5 IN-PERSON PUBLIC MEETING #3: WSP will plan and coordinate an in-person meeting to provide an update and solicit input on the project’s design between the Preliminary and Final Design submittals. This meeting is anticipated to have a duration of up to two hours. WSP will:

- Locate and reserve a meeting space
- Provide two PI staff members for logistical/administrative support and three technical staff members to support the meeting.
- Hold one planning conference call with project team members.
- Provide a summary of the meeting including documentation of all public comments and questions.
- Record the meeting presentation (voiceover) and place all materials on the project website.
- Create a registration site for meeting attendees to pre-register for the meeting. Pre-registering would be optional for attendees.
- Develop a meeting notification mailer (size 5.5”x8.5”, two-sided printing). WSP will draft, layout, print and mail a meeting postcard via Every Door Direct Mail (EDDM) for up to 9,000 businesses and residential stakeholders along mail carrier routes near the project location to provide notification of the public meeting. WSP will print additional copies of the mailer for distribution by the City of Flagstaff, as desired.
- Develop and place a newspaper advertisement in the Arizona Daily Sun to announce the meeting.
- Develop 11”x17” meeting notification posters (English and Spanish) (25 total).
- Develop graphic intensive email blasts for electronic notification of the meeting (2 total).
- Develop online and hard copy comment form/survey (English and Spanish) (Printing: 250 total color copies - 200 English/50 Spanish per comment form).

- Draft and lay-out display board graphics formatted for virtual presentation (up to 12 graphics) and printed on foam core boards.

WSP assumes up to 200 people will attend the in-person meeting and up to 100 public comments/questions will be submitted.

ASSUMPTIONS: It is assumed that this meeting will be in person for support and technical staff. Time and costs for travel are included. It is assumed that this is an evening meeting and an overnight stay will be required.

TASK 9.6 WEBSITE AND VIRTUAL MEETING ROOM - UPDATE: WSP will update and host the project website and virtual meeting room for the project with support, as needed, from the technical team. WSP will also help develop a 3D model/flyover of the project design. WSP assumes:

- The website will include the following information: home page, Q&A, public involvement information, project documents, public meeting recording, a contact/comment form to join the project mailing list and the virtual meeting room.
- The virtual meeting room will include a project summary, project information station areas, the informational video, attendee sign-in and instructions on how to navigate the site.

WSP assumes three City of Flagstaff reviews, including final approval of materials.

TASK 9.7 AS-NEEDED SERVICES: WSP proposes the following as-needed services to promote the project and engage the community during project design. WSP assumes a separate scope and fee will be provided to the City of Flagstaff for these as-needed services. Work under this task would not start without direct approval from the City Project Manager to proceed.

As-needed services could include:

- Community art contest
- Signage
- Media event
- Pop-up events/booths
- Social media campaign
- Advertising
- Retail window display

DELIVERABLES: Public Involvement Plan Updates, Stakeholder Distribution List Updates, In-Person Public Meetings and Summary, Monitor Email Address, Project Website and Virtual Public Meeting Room Updates, Flyover Video, Fact

Sheets, Online Surveys/Comment Forms, Mailers, Posters, Email Blasts, Social Media Posts, Display Board Graphics, PowerPoint Presentations

SUBCONSULTANTS

WSP will be supported during this phase by four subconsultants:

1. TranSystems Corporation for rail design and permit / Construction Maintenance Agreement coordination with BNSF Railroad.
2. Peak Engineering for utility coordination, public involvement support, and local roadway design support.
3. Wheat Design Group for Landscaping, Exhibit/Graphic support, and stormwater pollution prevention plan (SWPPP) development.
4. Speedie and Associates for percolation testing.
5. GSI for exploratory drilling.
6. Atlas for seismography.

There is also an identified need for a Artist to be included as part of the anticipated scope of this project. The artist has not yet been identified but will be brought on during Final Design. The Scope of Services will be determined during Final Design and amended to this contract. Anticiapted services include development of artistic concepts to be incorporated into the project, coordination with the project team, and attendance at public meetings. A fee for this work has been established based on direction from the City. Scope of services for the Artist will be adjusted as needed to meet the identified fee.

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 $3,299,390.10 based on the scope outlined herein. If additional scope is required, a subsequent contract amendment 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. Survey – Including topographic, right-of-way, utility location, etc.
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.

4. Real Estate Services and Right-of-way Acquisition
5. Construction support services such as shoring design, falsework design, construction survey, etc.
6. Coordination with the State Historic Preservation Office or Heritage Preservation program for historic or historic eligible properties.
7. Cultural or archeological services.

OTHER INFORMATION REQUIRED (FROM OTHERS):

Items required for successful completion of the work include:

1. Updated field and right-of-way boundary survey provided early in final design will be critical for the timely completion of this project. Delays in timely receipt of updated survey may result in additional work to verify and revise final design based on new information received and may result in project delays.
2. Cultural clearances for areas within ADOT ROW. This clearance will need to be completed by the City prior to receiving final approval for design plans.
3. Requirements for demolition and removal of historic properties. The City is providing this coordination. Delays in coordination may delay ROW acquisitions within the project area.

CONTINGENCY

The following is a listing of potential City Contingency items that may be utilized at the discretion of the City Project Manager. The project team shall obtain written approval from the City Project Manager prior to expending contingency item funds. It is not intended to be all-inclusive but represents potential contingency items identified in the preparation of this scope.

1. **ADDITIONAL GEOTECHNICAL INVESTIGATIONS:** Additional geotechnical investigation may benefit the project by defining high risk soil corridors identified by Ames Construction. Investigation could be used to define bedrock level or obstructions in fill.
2. **ADDITIONAL HYDRAULIC INVESTIGATIONS:** Capacity evaluations of existing culverts south of Butler Avenue have been excluded due to preliminary investigation showing minimal changes in hydraulic volume. If after preliminary design of this section of the road the City has concerns about capacity, a hydraulic investigation of changes to these culverts could be undertaken to verify capacity concerns for these culverts.
3. **CITY SUPPORT OF SERVICES NOT COVERED:** Upon the City's request, WSP can provide support for services not covered or excluded from this Scope of Work, such as cultural investigations and historic property coordination.

ATTACHMENTS

1. Scope and Fee Proposal from TranSystems Corporation

2. Scope and Fee Proposal from Peak Engineering
3. Scope and Fee Proposal from Wheat Design Group
4. Scope and Fee Proposal from Speedie and Associates
5. Scope and Fee proposal from Geomechanics Southwest Incorporated (GSI)
6. Scope and Fee proposal from Atlas

Contract No.: 2021-23

Lone Tree Overpass

New Contract:

Contract Mod: X No. 2

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Manhours	% of Total Hours	Billable Hourly Rate	Estimated Labor Costs
Project Principal	152	0.8%	$290.00	$44,080.00
Design Manager	1,475	7.6%	$245.00	$361,375.00
Sr Project Engineer	2,751	14.1%	$230.00	$632,730.00
Project Engineer	3,429	17.6%	$155.00	$531,495.00
Engineer	3,877	19.9%	$125.00	$484,625.00
Senior Designer	392	2.0%	$150.00	$58,800.00
Designer	1,816	9.3%	$100.00	$181,600.00
CADD Tech / Graphics	3,597	18.5%	$115.00	$413,655.00
Senior Geologist	136	0.7%	$300.00	$40,800.00
Env. Coordinator	244	1.3%	$200.00	$48,800.00
PI Specialist	1,055	5.4%	$150.00	$158,250.00
Sr Economist	0	0.0%	$155.00	$0.00
Sr Planner	200	1.0%	$125.00	$25,000.00
Planner / GIS	176	0.9%	$95.00	$16,720.00
Accountant	64	0.3%	$120.00	$7,680.00
Administration	96	0.5%	$90.00	$8,640.00
TOTAL Hours	19,460			
			Sub-Total Labor Expense:	$3,014,250.00

ESTIMATED DIRECT EXPENSES

Outside Reproduction	$437.50
Courier/Postage	$500.00
Mileage	$3,685.50
Travel	$10,700.00
Miscellaneous Expenses	$11,000.00
Sub-Total Direct Expenses:	$26,323.00

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Subconsultant	Method of Compensation	DBE	Fee
TranSystems	Hourly	No	$191,326.00
Peak Engineering	Hourly	No	$262,820.00
Wheat Design Group	Hourly	Yes	$225,663.90
Speedie	Hourly	No	$8,730.00
GSI	Hourly	No	$13,391.00
Atlas	Hourly	No	$27,571.00
Artist (TBD)	Hourly	No	$35,000.00
	Sub-Total Outside Services Expense:		$764,501.90

ESTIMATED TOTAL

TOTAL ESTIMATED COST: $3,805,074.90

CONTRACT TIME: 16 months
(Amendment 2 Design Services)

CONTINGENCY (10%) $300,000.00

Joy Melitz

Signature

02/10/2022

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	152	726	282	0	390	0	0	0	24	24	20	0	0	0	64	96	1,778
2.0 ROADWAY	0	172	514	1038	560	0	480	1220	0	0	0	0	0	0	0	0	3,984
3.0 TRAFFIC	0	92	456	608	939	392	336	842	0	0	0	0	0	0	0	0	3,665
4.0 DRAINAGE	0	0	728	992	998	0	460	416	0	0	0	0	0	0	0	0	3,594
5.0 STRUCTURES	0	373	473	561	870	0	540	800	0	0	0	0	0	0	0	0	3,617
6.0 UTILITIES	0	24	120	0	120	0	0	0	0	0	0	0	0	0	0	0	264
7.0 ENVIRONMENTAL	0	16	24	0	0	0	0	0	0	220	0	0	200	176	0	0	636
8.0 GEOTECHNICAL	0	0	106	230	0	0	0	0	112	0	0	0	0	0	0	0	448
9.0 PUBLIC INVOLVEMENT	0	72	48	0	0	0	0	319	0	0	1035	0	0	0	0	0	1,474
10.0 ECONOMICS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
PROJECT TOTAL HOURS	152	1475	2751	3429	3877	392	1816	3597	136	244	1055	0	200	176	64	96	19460

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 (16 Month Duration)	416	32	128			128										64	64
1.2 Project Coordination	0																
1.2A Project Coordination (16 Month Duration)	568		400			136											32
1.2B Technical Working Group Meetings (22 Total, 2 hours)	554		138	282		66				24	24	20					
1.2C Stakeholder Meetings (30 Total, 2 hours)	120		60			60											
1.3 Quality Program	120	120															
SUBTOTAL 1.0 PROJECT MGMT	1778	152	726	282	0	390	0	0	0	24	24	20	0	0	0	64	96

Task Cost: $ 366,880.00

Lone Tree Overpass
Contract No. 2021-23

2.0 ROADWAY 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 Internal and Stakeholder Coordination	76			38	38												
2.2 Preliminary Roadway Plan Submittal	1735		75	200	500	200		160	600								
2.3 Final Roadway Plan Submittal	1733		73	200	400	280		240	540								
2.4 RFC Roadway Plan Submittal	224		24	60	60				80								
2.5 Quantities	216			16	40	80		80									
SUBTOTAL 2.0 ROADWAY	3984	0	172	514	1038	560	0	480	1220	0	0	0	0	0	0	0	0

Task Cost: $ 579,550.00

Lone Tree Overpass
Contract No. 2021-23

3.0 TRAFFIC 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 Internal and Stakeholder Coordination	102		8	54	24	16											
3.2 Regional Travel Demand Model Verification	92			14		78											
3.3 Preliminary Intersection Evaluation	206		24	54		88			40								
3.4 Revised Impact Analysis	88		0	30		54			4								
3.5 Traffic Plans	0																
3.5A Preliminary Traffic Plan Submittal	1595		28	150	284	315	252	136	430								
3.5B Final Traffic Plan Submittal	1028		24	96	180	224	140	80	284								
3.5C RFC Traffic Plan Submittal	338		8	42	80	84		40	84								
3.6 Quantities	216			16	40	80		80									
SUBTOTAL 3.0 TRAFFIC	3665	0	92	456	608	939	392	336	842	0	0	0	0	0	0	0	0

Task Cost: $ 528,265.00

Lone Tree Overpass
Contract No. 2021-23

4.0 DRAINAGE 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
4.1 Internal and Stakeholder Coordination	102			46	56												
4.2 Drainage Analysis	1100			220	340	360		180									
4.3 Drainage Plans																	
4.3A Preliminary Drainage Plan Submittal	920			192	226	242		80	180								
4.3B Final Drainage Plan Submittal	770			154	196	196		80	144								
4.3C RFC Drainage Plan Submittal	486			100	134	120		40	92								
4.4 Quantities	216			16	40	80		80									
SUBTOTAL 4.0 DRAINAGE	3594	0	0	728	992	998	0	460	416	0	0	0	0	0	0	0	0

Task Cost: $ 539,790.00

Lone Tree Overpass
Contract No. 2021-23

5.0 STRUCTURES 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
5.1 Internal and Stakeholder Coordination	84		38		46												
5.2 Bridge Design	0																
5.2A Preliminary Bridge Plan Submittal	1362		120	242	235	250		140	375								
5.2B Final Bridge Plan Submittal	840		100	100	140	200		100	200								
5.2C RFC Bridge Plan Submittal	490		50	50	100	150		40	100								
5.3 Wall Design	0																
5.3A Preliminary Wall Design Submittal	205		15	15		60		70	45								
5.3B Final Wall Design Submittal	140		15	15		40		50	20								
5.3C RFC Wall Design Submittal	100		15	15		40		20	10								
5.4 Miscellaneous Structural Details	180		20	20		50		40	50								
5.5 Quantities	216			16	40	80		80									
SUBTOTAL 5.0 STRUCTURES	3617	0	373	473	561	870	0	540	800	0	0	0	0	0	0	0	0
																Task Cost:	$ 541,880.00

Lone Tree Overpass
Contract No. 2021-23

6.0 UTILITIES 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
6.1 Utility Coordination	264		24	120		120											
	0																
SUBTOTAL 6.0 UTILITIES	264	0	24	120	0	120	0	0	0	0	0	0	0	0	0	0	0

Task Cost: $ 48,480.00

Lone Tree Overpass
Contract No. 2021-23

7.0 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
7.1 USACE WUSA JD Coordination	120		8								40			32	40		
7.2 ADOT Coordination	144		8	24							40			32	40		
7.3 ESA Site Visits	112													56	56		
7.4 USACE Permit Coordination (408)	60										60						
7.5 Environmental Evaluation Memorandum	200										80			80	40		
SUBTOTAL 7.0 ENVIRONMENTAL	636	0	16	24	0	0	0	0	0	0	220	0	0	200	176	0	0

Task Cost: $ 95,160.00

Lone Tree Overpass
Contract No. 2021-23

8.0 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
8.1 Percolation Tests	88			16	40					32							
8.2 Shoring Wall borings, mapping and Seismic Refraction surveys (field, data interps, recommendations)	360			90	190					80							
SUBTOTAL 8.0 GEOTECHNICAL	448	0	0	106	230	0	0	0	0	112	0	0	0	0	0	0	0
																Task Cost:	$ 93,630.00

Lone Tree Overpass
Contract No. 2021-23

9.0 PUBLIC INVOLVEMENT 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
9.1 Public Involvement Plan and Stakeholder Outreach	64		4									60					
9.2 Stakeholder Coordination	44		4									40					
9.3 Materials - Update	121								46			75					
9.4 In-Person Public Meeting #2	232		12	24					86			110					
9.5 In-Person Public Meeting #3	213		12	24					67			110					
9.6 Website and Virtual Meeting Room - Update	120											120					
9.7 As-Needed Services	680		40						120			520					
SUBTOTAL 9.0 PUBLIC INVOLVEMENT	1474	0	72	48	0	0	0	0	319	0	0	1035	0	0	0	0	0

Task Cost: $ 220,615.00

Lone Tree Overpass
Contract No. 2021-23

DIRECT EXPENSES

ITEM	No.	Unit Cost	Cost
Outside Reproduction			
11"x17" Copies (Color)	50	$ 1.25	$ 62.50
11"x17" Copies (B&W)		$ 0.50	$ -
8 ½" x 11" Copies (Color)	500	$ 0.75	$ 375.00
8 ½" x 11" Copies B&W)		$ 0.25	$ -
		SUB-TOTAL:	$ 437.50
Courier/Postage/Overnight Mail			
Courier		$ 7.95	$ -
Postage	1000	$ 0.50	$ 500.00
Overnight Mail		$ 5.00	$ -
		SUB-TOTAL:	$ 500.00

Mileage								
Monthly Coordination Mtgs		@			0	$ 0.585	$	-
Field Review Meetings	5 mtgs	@	300 miles	roundtrip	1500	$ 0.585	$	877.50
TWG In Person Meetings	12 mtgs	@	300 miles	roundtrip	3600	$ 0.585	$	2,106.00
Public Meetings	2 mtgs	@	300 miles	roundtrip	1200	$ 0.585	$	702.00
Comment Resolution Mtgs		@			0	$ 0.585	$	-
		@			0	$ 0.585	$	-
		@			0	$ 0.585	$	-
						SUB-TOTAL:	$	3,685.50

Travel									
Airfare	1 staff	@	2 trips	@	$700 RT	2	$ 700.00	$	1,400.00
Airfare	1 staff	@	1 trips	@	$700 RT	1	$ 700.00	$	700.00
Meals	9 staff	@	3 days	@	$66/day	27	$ 66.00	$	1,782.00
Meals	4 staff	@	12 days	@	$66/day	48	$ 66.00	$	3,168.00
Meals	2 staff	@	2 days	@	$66/day	4	$ 66.00	$	264.00
Meals	1 staff	@	6 days	@	$66/day	6	$ 66.00	$	396.00
Lodging	1 staff	@	4 days	@	$115/day	4	$ 115.00	$	460.00
Lodging	11 staff	@	2 days	@	$115/day	22	$ 115.00	$	2,530.00
Rental Car		@		@	$70/day	0	$ 70.00	$	-
							SUB-TOTAL:	$	10,700.00

Miscellaneous Expenses		
Database ERIS Reports		
Public Meeting Advertisement	$	2,076.00
Public Meeting Mailer (2 meetings)	$	6,246.00
Meeting Boards	$	240.00
Website Hosting & Domain Renewal	$	432.00
ESA Expenses (ERIS Costs: ELS/AUL Search, DB/PSR Reports, City Directory)	$	1,435.00
Undefined Expenses	$	571.00
SUB-TOTAL:	$	11,000.00

TOTAL DIRECT EXPENSES

TOTAL:	$ 26,323.00

ATTACHMENT 1

SCOPE AND FEE FROM TRANSYSTEMS CORPORATION

TranSystems
2400 Pershing Road | Suite 400
Kansas City, MO 64108
Tel 816 329 8600
www.TranSystems.com

Design Services (30% to 60% Design)

Upon approval of the 30% Design Plans we will continue design in accordance with the BNSF Engineering Instructions and The American Railway Engineering and maintenance-of-Way Association (AREMA) Manual for Railway Engineering. The following tasks are included:

- Review and address all 30% comments received from BNSF.
- Finalize all proposed horizontal and vertical geometrics.
- Develop phased rail cross sections at an interval of 50 feet. Cross sections for the tracks will be based on the standard BNSF typical section for main line construction.
- Develop phased construction plans including location of temporary retaining wall
- Develop the construction limits of the proposed project and estimate the approximate amount of right-of-way (or easement) to be acquired from the adjacent property owners.
- Develop an opinion of probable construction cost for the proposed rail improvements based upon the 60% design.

Design Services (60% to Final Design)

Upon BNSF review of the 60% Design Plans we will continue to final design. The following tasks are included:

- Review and address all 60% comments received from BNSF.
- Finalize all phased grading model (2 Phases)
- Finalize phased construction plans including location of temporary retaining wall
- Develop final construction limits of the proposed project and estimate the approximate amount of right-of-way (or easement) to be acquired from the adjacent property owners.
- Develop an opinion of probable construction cost for the proposed rail improvements based upon final design.

Utilities & Property

This task identifies the potential existing utility conflicts and property needs including coordination with Ames, WSP and Peak Engineering on relocation and acquisition.

Project Meetings and Administration

This task involves scheduling, conducting, and summarizing BNSF meetings throughout the course of the Final Design. Descriptions of these meetings are provided in the following sub-tasks. Project administrative duties include coordination efforts of the different engineering disciplines involved in design and conducting the necessary quality reviews prior to providing review submittals to the City, WSP and BNSF. The following work will be performed.

TranSystems
2400 Pershing Road | Suite 400
Kansas City, MO 64108
Tel 816 329 8600
www.TranSystems.com

- Twelve (22) Technical Working Group (TWG) meetings are budgeted during this phase. These meetings will be held two times per month for six months and once per month for 10 months.
- Ten (10) meetings between the City, BNSF, TranSystems, WSP and Ames are scheduled to discuss preliminary design and phasing of track and operations. Eight (8) meetings are scheduled to be virtual and two (2) in-person for project walkthroughs.

Deliverables

This task involves submitting the below items on an agreed upon schedule with the City, Ames and WSP.

- Estimated Quantities for railroad work
- Final plans of railroad work

Time of Completion

Following a "Notice to Proceed" from the City, it is anticipated that the Final Design Services will be completed within 16 months.

Exclusions

The below items are excluded from our scope.

- Coordination and payment for railroad flagging (if necessary)
- Railroad and project specific insurance policies
- Liquidated damages for delays in railroad approvals
- Permitting, geotechnical investigation, survey, bridge design, hydrology and hydraulics

	Principal	Project Manager	Engineer 3	Engineer 2	Technician 3	Technician 2		
Rates	$ 350.00	$ 240.00	$ 205.00	$ 120.00	$ 115.00	$ 100.00		
Task								
Project Management							Hours	Fee
Twelve (22) TWG Meetings		44					44	$ 10,560.00
BNSF Coordination	24	40	20				84	$ 22,100.00
Ten (10) Team Meetings with BNSF	4	20	10				34	$ 8,250.00
Schedule Development	8	20					28	$ 7,600.00
SUBTOTAL PROJECT MANAGEMENT	36	124	30	0	0	0	190	$ 48,510.00
Design Services (30% to 60% Plans)							Hours	Fee
Review Amendment 2 Survey		2		16	24		42	$ 5,160.00
Finalizing Horizontal and Vertical Alignments		4	32	12			48	$ 8,960.00
Phased Grading Model		16	40	120			176	$ 26,440.00
Phased Construction Plans		8	16	40	60	220	344	$ 38,900.00
Plan Review - QA/AC Process	16	8					24	$ 7,520.00
SUBTOTAL DESIGN SERVICES (30% TO 60% PLANS)	16	38	88	188	84	220	634	$ 86,980.00
Design Services (60% to Final Plans)							Hours	Fee
Address BNSF Comments	2	8	4	16		40	70	$ 9,360.00
Finalize Grading Model		4	20	60			84	$ 12,260.00
Utility Coordination with Peak		4	8	8			20	$ 3,560.00
Property Coordination with WSP		4	8	8			20	$ 3,560.00
Hydrology & Hydraulics Coordination with WSP		4	16	8			28	$ 5,200.00
Plan Review - QA/AC Process	16	8					24	$ 7,520.00
Opinion of Probable Cost		16	24	20			60	$ 11,160.00
SUBTOTAL DESIGN SERVICES (60% TO FINAL PLANS)	18	48	80	120	0	40	306	$ 52,620.00
EXPENSES								
Airfare (2 Trips)						$800/flight		$ 1,600.00
Car Rental						4 days @ $200/day		$ 800.00
Lodging						4 days @ $138/day		$ 552.00
Meals						4 days @ $66/day		$ 264.00
SUBTOTAL PRELIMINARY DESIGN SERVICES								$ 3,216.00
TOTAL AMENDMENT 2 DESIGN FEE								$ 191,326.00

ATTACHMENT 2

SCOPE AND FEE FROM PEAK ENGINEERING

SCOPE OF SERVICES – CONSTRUCTION DOCUMENTS

Date:	October 2021
Project:	**Lone Tree Overpass**
WSP Project No:	30900823A
Peak Project No:	20WSP01.1
Prepared For:	WSP & AMES Construction *(Client: City of Flagstaff)*
Prepared By:	J.Leid

PROJECT DESCRIPTION

The project is the extension of Lone Tree Road from Butler Avenue to Route 66. This requires a bridge over the BNSF railway tracks and the Rio de Flag channel, utility relocations, geometric changes to local intersecting streets and widening of Route 66 for added lanes. The project also includes widening of Lone Tree Road between Sawmill Drive and Butler Avenue and roadside improvement for FUTS and sidewalk.

The project is being delivered Design-Build with Ames Construction, WSP, Transystems and Peak Engineering. Peak Engineering's responsibilities include design of water and sewer relocations and design of Lone Tree road improvements south of Butler Avenue. Additionally, Peak will support public involvement efforts.

This is the third phase of the project which is preparation of construction documents. The first phase was development of schematic design (~15% design) and preliminary guaranteed maximum price (GMP). The second phase, underway, is subsurface utility exploration and geotechnical exploration.

The following scope of work itemizes Peak Engineering's responsibilities for Phase 3. This scope of work is based on the schematic design documents for the project.

SCOPE & DELIVERABLES

PHASE 3, TASK 1: Administration & Coordination Meetings

Peak Engineering has budgeted to attend the following meetings:

- 22 two-hour long design-build team and/or client meetings (PM & PE)
- 2 four-hour design-build team and/or client meetings (PM & PE)
- Preparation, Support and Attendance at two public meetings (PM & Admin)
- Attendance at one Council meeting (PM Only)
- Attendance at one meeting with Mountain Line, the local transit authority (PM Only)
- Attendance at one meeting with MetroPlan (PM Only)
- Participation in regular team coordination meetings through the course of design (16 month design schedule) and weekly updates and tracking of utility coordination efforts.

Administration costs are estimated to be 10% of the total proposed fee, distributed monthly for the duration of the scope. Administration costs include internal project management (schedule, staffing, quality assurance, budget management) and communications not related to meetings listed above.

PHASE 3, TASK 2: Water & Sewer Utility Design and Franchise Utility Coordination

Peak Engineering's scope for design of utilities is as shown in Phase 1: Schematic Design.

3-2A: Design Development (~60% Design)

Peak Engineering will prepare 60% design plans. The plans will include call-out text and construction notes with enough information to communicate intent but will not be fully keynoted or detailed. For 60% design, we will show profiles of the water and sewer utilities based on existing grade above the pipe or of roadway centerline (TBD). We will show proposed grades of Brannen, Elden Street Extension and Lone Tree as applicable. This assumes that WSP will provide final design grades for the City streets. The plans will show proposed water valve & hydrant locations, manhole locations and service locations for both utilities.

We anticipate the following design sheets:

- Cover
- General Notes & Index
- Construction Control (future submittal)
- Details
- Topographic & Right of Way Survey (existing conditions sheets), if furnished.
- Water line Plan and Profile
- Sewer line Plan and Profile

WSP is responsible for stormdrain design and we will show this utility in the background of the water and sewer design plans, if provided.

We will furnish estimated quantities in an excel spreadsheet for the team's use.

Peak Engineering will submit plans to and request utility response letters from APS (electric), UniSource Energy Services (UES, natural gas), Lumen (communications), Altice (communications) and AT&T (communications).

Deliverables: 60% Water & Sewer Design Plans, Quantity Spreadsheet, Franchise Utility Letters

3-2B: Water & Sewer Final 1 Plans

Peak Engineering will prepare Final 1 Plans. Refer to Task 3-2A for anticipated plan sheets. The sheet(s) listed as future submittals will be developed and included in this task. The Final 1 Plans will be fully developed, detailed and sealed for submittal to the City of Flagstaff and ADEQ.

The water and sewer profiles will show utility crossings and water and sewer services. A utility conflict table will be included, as required by the City of Flagstaff.

Peak Engineering will prepare an Engineer's Design Report per the requirements of ADEQ. Peak Engineering will prepare the ADEQ application for the City's signature. We assume that the City will provide capacity assurance and prepare a check for the submittal fee. Peak Engineering will make the ADEQ submittal. Note that the Engineer's Design Report requires that the City furnish hydraulic modelling results.

Peak Engineering will update the overall project quantities spreadsheet.

Peak Engineering will prepare draft special provisions. The special provisions will reference the City of Flagstaff Engineering Standards & Specifications and MAG Specifications.

This phase includes a detailed quality control (QC) review of the team's design plans for coordination and to check for conflicts between disciplines. Peak will prepare a QC checklist and will include this with the Final 1 submittal if requested.

Deliverable: Final 1 Water and Sewer Design Plans, Engineer's Design Report (Water & Sewer), Quantity Spreadsheet, QC Checklist.

3-2C: Water & Sewer Final 2 Plans

Peak Engineering will address comments and edits in Final 2 Plans for approval and signatures. If required, Peak Engineering will address comments and resubmit to ADEQ.

Peak Engineering will finalize the Special Provisions.

Deliverable: Final 2 Water and Sewer Design Plans, Engineer's Design Report (Water & Sewer) Addendum, Special Provisions, Quantity Spreadsheet, Comment Responses.

3-2D: Franchise Utility Coordination

Peak Engineering will conduct follow up meetings with the following franchise utility companies to present the anticipated relocations exhibit that was prepared in Phase 1. The goal of these meetings will be to understand prior rights, relocation responsibility and relocation timelines.

- Arizona Public Service (APS)
- Unisource Energy (UES)
- Lumen
- Altice
- AT&T

Peak Engineering will prepare agendas and meeting notes from these meetings. Peak will document anticipated relocations in a KMZ file that the AMES Team could use in the field with Google Earth or similar mapping software.

Deliverable: Meeting minutes, Utility company communication tracking log, KMZ File identifying anticipated relocations.

PHASE 3, TASK 3: Lone Tree Road Widening

Peak Engineering's scope of work for the Lone Tree Road widening includes design of the median for an inside widening, coordination of intersection improvements for signalization changes or additions at Franklin and Sawmill, and relocation of a water and reclaimed water crossing at Churchill Drive. This scope also includes modifications to the outside curb alignment or edge improvements such as parkway, sidewalk and FUTS.

3-3A: Concept Design

Peak Engineering will work with WSP to determine lane geometry and design requirements for Lone Tree south of Butler Avenue. Peak will prepare concept plans.

Peak Engineering will prepare preliminary linework for the median curb modifications for the inside widening. This includes evaluation of existing roadway cross-slopes for drainage. The

median modifications are intended to begin at the intersection of Lone Tree and Butler and extend south to Franklin Avenue. South of Franklin Avenue, the median narrows to allow for westbound left turn movements at Franklin. It is assumed that the roadway will taper to match existing immediately south of the intersection of Sawmill and Lone Tree.

In addition to interior widening, we will prepare preliminary linework for edge improvements which includes replacement/addition/rebuilding of the FUTS, sidewalk and parkway from Butler to Sawmill.

This phase includes a meeting with Mountain Line to review impacts to Stops 4 and 16 on Routes 14 and 4, respectively. If they are impacted, this proposal assumes that Mountain Line will provide the design documents for shelter and stop pad relocation(s). It is assumed that stops 5 and 15 on these same routes will not be impacted by the improvements.

Peak Engineering will coordinate with WSP on proposed signal placement at the Franklin and Sawmill intersections and will show horizontal geometry for sidewalk and ramp modifications at these two intersections.

Peak Engineering will analyze roadway drainage capacity and provide the results in a memo format to be included with the concept plans. Hydraulic analysis of crossing drainage structures and channels is not included in this scope of services. Should the crossing box culverts require modification, our plans will call for an extension to match the current slope, size and configuration. New headwalls may be required and will be depicted on the plans but the structural design, if required, will be done by WSP. The drainage memo will include a description of the crossing drainage structures and proposed changes to those structures.

Deliverable: Concept Plans, Drainage Memo

3-3B: Design Development (~60% Design)

Peak Engineering will prepare 60% design plans. Comments from the concept plans will be addressed in the 60% design plans. The plans will include call-out text and construction notes with enough information to communicate intent but will not be fully keynoted or detailed. For 60% design, we will show existing grades and geometry and a proposed centerline.

We anticipate the following design sheets:

- Cover
- General Notes & Index
- Construction Control (future submittal)
- Details
- Plan and Profile
    - Centerline Horizontal Alignment
    - Centerline Profile (existing and proposed)
    - Existing Outside Back of Curb Profile Left
    - Existing Outside Back of Curb Profile Right
- Roadway Cross Sections – 25’ Increments
- Franklin Ave & Sawmill Ave Intersection Design (ADA ramps, signal positions, etc)
- Striping & Signage
- Water and Reclaimed Water Relocations (Plan & Profile)

We will furnish estimated quantities in an excel spreadsheet for the team's use.

Peak Engineering will prepare a preliminary drainage report. Note that this scope does not include analysis of the existing channels. Should the box culverts crossing Lone Tree Rd require an extension, we intend to match the existing geometry of the box, headwall and wing walls.

Peak Engineering will submit plans to and request utility response letters from APS (electric), UniSource Energy Services (UES, natural gas), Lumen (communications) and Altice (communications).

The City of Flagstaff has requested realignment of the water and reclaimed water main that currently cross Lone Tree Road at or near Churchill Drive. The realignments are intended to improve the developability of the City owned parcel at the southwest corner of Butler and Lone Tree. This proposal assumes that the realignments will fall below the threshold for ADEQ submittal and review and that hydraulic analysis and an engineer's design report is not required (construction cost <$50,000 for each utility).

Deliverables: 60% Roadway Design Plans, Quantity Spreadsheet, Preliminary Drainage Report, Franchise Utility Letters

3-3C: Final 1 Roadway Construction Documents

Peak Engineering will prepare Final 1 Plans. Refer to Task 3-3B for anticipated plan sheets. The sheet(s) listed as future submittals will be developed and included in this task. The Final 1 Plans will be fully developed, detailed and sealed for submittal to the City of Flagstaff.

Peak Engineering will prepare a final drainage report.

Peak Engineering will update the quantities spreadsheet.

Peak Engineering will prepare draft special provisions. The special provisions will reference the City of Flagstaff Engineering Standards & Specifications and MAG Specifications.

This phase includes a detailed quality control (QC) review of the team's design plans for coordination and to check for conflicts between disciplines. Peak will prepare a QC checklist and will include this with the Final 1 submittal if requested.

Deliverable: Final 1 Roadway Design Plans, Final Drainage Report, Quantity Spreadsheet, QC Checklist.

3-3D: Final 2 Roadway Construction Documents

Peak Engineering will address comments and edits in Final 2 Plans for approval and signatures. If required, Peak Engineering will address comments and resubmit to ADEQ.

Peak Engineering will finalize the Special Provisions.

Deliverable: Final 2 Roadway Design Plans, Drainage Report Addendum, Special Provisions, Quantity Spreadsheet, Comment Responses.

Assumptions & Exclusions:

A topographic survey will be conducted by others and furnished to Peak in AutoCAD format with the project surface (DTM). The topographic survey will include benchmarks for survey control.

Easements and right of way dedication documents, if required, will be prepared by others. We can show proposed easements in the design plans.

Peak's scope for showing utility information in the project basemap is based on available as-built and GIS data, adjusted for survey field-located appurtenances and the results of the Subsurface Utility Exploration conducted by Ames Construction.

Peak's scope for drainage design is limited to the portion of Lone Tree Rd south of Butler Avenue to Sawmill and does not include analysis of the existing channels/crossings of Lone Tree Road.

WSP will provide a report on geotechnical investigation which includes the design pavement structural section.

Peak will coordinate franchise utility design and show linework from franchise utility companies, if provided.

Should the headwalls on Lone Tree at Franklin and Sawmill require extension, this work would need to be prepared by a structural engineer; Peak will coordinate headwall height and geometry.

Wheat Design Group will prepare the landscape, irrigation and erosion control plans for inclusion with Peak's roadway design plans.

Peak's scope for this phase does not include design for the local streets north of Butler Avenue.

Peak's scope does not include coordination with ADOT.

Peak's scope does not include review or permitting fees. It is assumed that WSP will be responsible for making the submittals.

Construction phase services are not included.

The quantities spreadsheet that Peak Engineering has included in this scope of work is for use by Ames Construction during development of their GMP for comparative purposes. Quantities developed by Peak Engineering are not intended to be used as standalone quantities for price development. Peak Engineering will not provide an Engineer's Opinion of Probable Construction Cost as part of this work.

FEE SUMMARY

	Description	**Proposed Fee**
PHASE 3, TASK 1:	Administration & Coordination Meetings	$39,160
PHASE 3, TASK 2:	Water & Sewer Utility Design	$94,595
PHASE 3, TASK 3:	Lone Tree Road Widening	$129,065
	Total Proposed Fee	**$262,820**

Please refer to the cost detail summary, attached, for a breakdown of hours and hourly rates in support of the proposed fee. **This work will be performed on a time and material basis utilizing the established rates as shown in the attached fee proposal, not to exceed the fee shown in the attached fee proposal based on the scope outlined herein.** If additional scope is required, a subsequent contract modification will be submitted at WSP's direction. Peak will invoice WSP for the actual hours of the work required for the Scope of Work and for efforts required to administer the task.

SCHEDULE

Peak anticipates work beginning October 2021 with completion of the construction documents by the end of 2022.

END

Client Name: Ames Construction (prime), WSP (design lead)	**Client Information**
Project Name: City of Flagstaff Lone Tree Overpass CONSTRUCTION DOCUMENTS	***Name:*** ***WSP***
Project Number: 20WSP01	***Address:***

Project Budget Summary

	Task Description	Principal Engineer		Project Manager		Project Engineer		Designer		Engineering Intern		Technical Drafter		Clerical		Total Hours	Labor Cost per Task
	Hourly Rate:	$190		$170		$155		$125		$85		$90		$75			
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
1	T1: Admin & Coordination Meetings	9.00	$ 1,710	106.00	$ 18,020	106.00	$ 16,430	24.00	$ 3,000	-	$ -	-	$ -	-	$ -	245.00	$ 39,160
2	T2A: Design Development (60% Design)	48.00	$ 9,120	13.00	$ 2,210	67.00	$ 10,385	100.00	$ 12,500	-	$ -	-	$ -	-	$ -	228.00	$ 34,215
3	T2B: Water & Sewer Final 1 Plans	48.00	$ 9,120	17.00	$ 2,890	57.00	$ 8,835	111.00	$ 13,875	-	$ -	-	$ -	-	$ -	233.00	$ 34,720
4	T2C: Water & Sewer Final 2 Plans	18.00	$ 3,420	4.00	$ 680	26.00	$ 4,030	50.00	$ 6,250	-	$ -	-	$ -	-	$ -	98.00	$ 14,380
5	T2D: Franchise Utility Coordination	-	$ -	10.00	$ 1,700	36.00	$ 5,580	32.00	$ 4,000	-	$ -	-	$ -	-	$ -	78.00	$ 11,280
6	T3A: Concept Design	12.00	$ 2,280	10.00	$ 1,700	107.00	$ 16,585	123.00	$ 15,375	-	$ -	-	$ -	-	$ -	252.00	$ 35,940
7	T3B: Design Development (60% Design)	12.00	$ 2,280	10.00	$ 1,700	104.00	$ 16,120	179.00	$ 22,375	-	$ -	-	$ -	-	$ -	305.00	$ 42,475
8	T3C: Final 1 Roadway Construction Documents	12.00	$ 2,280	24.00	$ 4,080	68.00	$ 10,540	144.00	$ 18,000	-	$ -	-	$ -	-	$ -	248.00	$ 34,900
9	T3D: Final 2 Roadway Construction Documents	9.00	$ 1,710	7.00	$ 1,190	45.00	$ 6,975	47.00	$ 5,875	-	$ -	-	$ -	-	$ -	108.00	$ 15,750
10	Not Used	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
	LABOR TOTAL:	168	$ 31,920	201	$ 34,170	616	$ 95,480	810	$ 101,250		$ -				$ -		$ 262,820

Reimbursable Project Expenses

A	Printing & Reprographics	$ -
B	Mileage	$ -
C	Meals & Lodging	$ -
D	Equipment	$ -
E	Other (Parking)	$ -
	RPE TOTAL:	$ -

Sub-Consultants

Survey	$ -
Landscape Architect	$ -
Architect	$ -
Geotechnical	$ -
Other	$ -
SUB-CONSULTANT TOTAL:	$ -

PROJECT TOTAL:

$ 262,820

ATTACHMENT 3

SCOPE AND FEE FROM WHEAT DESIGN GROUP

WHEAT | DESIGN GROUP
LANDSCAPE ARCHITECTS

October 28, 2021

Jason Carlaftes, P.E.
WSP

RE: City of Flagstaff, Lone Tree Overpass Project – Amendment 2
Flagstaff Contract No. 03-19004

Hello Jason,
We are pleased to submit this Scope and Fee proposal for providing landscape architecture services for the Lone Tree Overpass project. This proposal is for Amendment 2 only. I have based this scope and fee on our phone conversations, team meetings and documents shared with the design team.

SCOPE OF WORK

Assumptions:

1. *Landscape Architectural design services are provided for 18-months.*
2. *Scope does not include a native plant inventory.*
3. *The following City of Flagstaff Engineering Standards will be used for design of landscape architectural project features: Title 10 – Streets; Title 17 - Erosion Control; Title 18 - Landscaping Standards for Rights-of-Way; and Title 19 - Irrigation Systems.*
4. *LID/green infrastructure will be integrated into our hardscape and landscape plans where feasible. City of Flagstaff's Low Impact Development Manual (January 2009) will be utilized during design.*
5. *WSP will provide CAD base design files and aerials.*
6. *Quantities will be developed for each submittal and used by Ames Construction during development of their GMP for comparative purposes. Quantities developed by Wheat Design Group are not intended to be used as standalone quantities for price development. Wheat Design Group will not provide a cost estimate as part of their work.*
7. *Structure aesthetics refers to architectural enhancements that relate to the overpass structure only. Structure aesthetics includes formliner design for retaining walls, bridge barrier, piers and abutments. Also includes design of decorative pedestrian fencing on the overpass.*
8. *Hardscape/streetscape design includes design of gateway features to be located on the north and south ends of the overpass.*
9. *Wheat Design Group in collaboration with project public artist will design all structure aesthetics and hardscape/streetscape elements.*
10. *Design of structure aesthetics and hardscape/streetscape elements will be presented to the City of Flagstaff's Beautification and Public Art Commission for review.*
11. *Scope does not include park design. A park design concept can be provided as part of an exhibit reflecting how this project provides accessibility to a future park. Park design can be provided under a separate contract amendment.*
12. *The technical review, checking procedures, and monitoring process shall follow WSP's Project Specific Quality Management Plan, including internal QC Reviews and Interdisciplinary Reviews. Hours are allocated for QC review for each submittal.*
13. *All submittals will be in pdf format; including no mylars for Signed & Sealed Final submittal.*
14. *All submittals will be emailed to WSP.*

TASK 1.0 PROJECT MANAGEMENT / MEETINGS

This task includes project administration, invoices, managing project files, and preparing for and attending project meetings. Meetings include:

- (16) Project team technical meetings (1x per month)(all virtual)
- (22) Team Working Group (TWG) meetings (2 x per month for 6 months; 1 x per month for 10 months)
- (2) Over-the-Shoulder Review Meetings (after 60% and 100% submittals)(virtual)
- (4) Site Visits for research and other miscellaneous meetings (in Flagstaff)

Other tasks include:

- Written responses to review comments
- Base file set-up

TASK 2.0 PUBLIC INVOLVEMENT

Public involvement includes:

- Preparation and attendance to (3) Task Force Meetings focused on aesthetics (in Flagstaff)
- Preparation and attendance to (2) Public Meetings (in Flagstaff)
- 3D model build-out to Sawmill Road for renderings; currently the 3D model only includes from Route 66 to Butler Avenue. 3D model will be used to display not only civil and structural aspects of the project, but will also exhibit structure aesthetics to the overpass such as decorative fencing and formliner design for the retaining walls.
- Production of project animation (fly-through from Route 66 to Sawmill Road) using 3D model

Deliverables:

1. (2) Exhibit boards for each Task Force and Public Meeting reflecting landscape/aesthetic concepts (36" x 48" board). Graphics on boards will include 3-D renderings, rendered plans and section views, plant palette, and supporting images (10 boards total).
2. 11 x 17's color hand-outs reflecting landscape/aesthetic concepts to be distributed at Task Force meetings (approx. 100 for each meeting, 300 total).
3. 3D model and renderings; multiple views of the bridge structure and adjacent area.
4. 3D Animation of project; produced with Lumion software.

TASK 3.0: 60% SUBMITTAL

Preliminary Design Submittal (60%): Design plans and special provisions will be developed to an approximate 60% level design and submitted to the City for review. This level of design will include all major features but not have complete details included with submission. Intent of this submittal is to provide enough information to the City and Stakeholders to perform a 60% level review of concepts and provide comments to the Design Team. Design collaboration with project public artist is included in this phase.

Deliverables:

1. Preliminary Structures Aesthetics key map and details
2. Preliminary Hardscape/ streetscape plans and details
3. Preliminary Landscape plans and details
4. Preliminary Irrigation plans and details
5. Preliminary Erosion control plans and details
6. Quantities

7. Preliminary Special Provisions

**Refer to Assumptions section on page 1 of this amendment for additional scoping information relating to the design of structure aesthetics and hardscape elements/gateway features.*

TASK 4.0: 95% SUBMITTAL

Final Design Submittal (95%): Design plans and special provisions will be developed to an approximate 95% level design and submitted to the City for review. This level of design is considered substantially complete and will include all major features and supporting details. This submittal is intended to allow the City and Stakeholders a final review of the project for comments prior to Release for Construction. Design collaboration with project public artist is included in this phase.

Deliverables:

1. Final Structures Aesthetics key map and details
2. Final Hardscape/ streetscape plans and details
3. Final Landscape plans and details
4. Final Irrigation plans and details
5. Final Erosion control plans and details
6. Quantities
7. Final Special Provisions

TASK 5.0 PSE SUBMITTAL

Release for Construction (Sealed Plans): Sealed plans and special provisions will be submitted to the City for acceptance. These plans and special provisions will serve as the basis for the construction documents to be used by Ames Construction to complete the work.

Deliverables:

1. Signed & Sealed plans, Estimate and Special Provisions

TASK 6.0 SWPPP BOOK

To be submitted with the 95% submittal.

Deliverables:

1. SWPPP Book for Contractor using ADOT template

FEES

Total consultant cost is **$225,663.90.** Work will be provided on an hourly rate Not to Exceed basis, billed monthly based actual hours worked. The work will be based on the hourly rates provided and based on the hours and tasks listed in the attached cost derivation documents. Work beyond this scope will be considered additional services and will not proceed without approval from the Client. Additional work may be provided under a separate contract amendment.

WHEAT | DESIGN GROUP
LANDSCAPE ARCHITECTS

We very much look forward to working with WSP, Ames Construction and the City of Flagstaff on this project.

Sincerely,

Laura Mielcarek
Principal, Wheat Design Group

WHEAT | DESIGN GROUP
LANDSCAPE ARCHITECTS

Wheat Design Group DERIVATION OF COST PROPOSAL SUMMARY

PROJECT: **City of Flagstaff, Lone Tree Overpass Project – Amendment 2** DATE: 10/28/2021

Flagstaff Project No.: 03-19004
CONTRACT TIME: 18 Months
CONTRACT TYPE: Hourly rate, Not to Exceed

CONSULTANT: Wheat Design Group, Inc.
PREPARED BY: Laura Mielcarek, Principal
DBE: #1025

DIRECT LABOR COST

TASK DESCRIPTION

	CLASSIFICATION	No. HOURS Hours	UNIT RATES	TOTAL COST Cost
Landscape Architectural Services	Project Manager-Sr.	330	$155.00	$51,150.00
	Registered LA	415	$136.50	$56,647.50
	Designer	726	$94.60	$68,679.60
	CADD Technician	472	$90.00	$42,480.00

(A) Direct Labor 1943 Hrs. **$218,957.10**

DIRECT EXPENSES

TRAVEL (Rental car, fuel, lodging, meals for site visit)	$5,536.80	
REPRODUCTIONS	$450.00	
EXHIBITS (36" x 48" boards)	$720.00	
=		**$6,706.80**

(E) OUTSIDE SERVICES & SUBCONSULTANT COSTS
Sub Names — Sub Fees

(F) TOTAL COST FOR ALL SUBCONSULTANT AND OUTSIDE SERVICES = **$0.00**

(G) TOTAL COST = **$225,663.90**

Laura Mielcarek, Principal

10/28/2021
Date

Wheat Design Group Workhour Estimate by Task
Lone Star Overpass project - Amendment 2
Flagstaff Project No. 03-19004

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
1.0	**Project Management / Meetings**					
	Project Management (over 16 months)	16	0	0	0	16
	Project team technical meetings (16)	16	0	0	0	16
	Team Working Group (TWG) Meetings (22)	22	11	0	0	33
	Over-the-shoulder Review Meetings after submittals (2)	4	4	0	0	8
	Site Visits (4) (2 people)	64	64	0	0	128
	Subtotal	**122**	**79**	**0**	**0**	**201**

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
2.0	**Public Involvement**					
	Preparation and attendance for Task Force Meetings focused on aesthetics (3)	24	40	24	24	112
	Preparation and attendance to Public Meetings (2)	24	28	24	24	100
	Production of 3D model and renderings	4	16	100	0	120
	3D project animation	4	8	80	0	92
	Subtotal	**56**	**92**	**228**	**48**	**424**

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
3.0	**60% Submittal**					
	Initial Structure aesthetics key map and details	8	24	80	60	172
	Initial Hardscape/streetscape plans and details	8	12	40	40	100
	Initial Landscape plans and details	8	12	32	32	84
	Initial Irrigation plans and details	8	12	32	32	84
	Initial Erosion control plans and details	8	16	28	28	80
	Quantities	4	4	0	8	16
	Special Provisions	12	12	0	0	24
	Project Specific Quality Management Plan	8	8	8	0	24
	Subtotal	**64**	**100**	**220**	**200**	**584**

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
4.0	**100% Submittal**					
	Final Structure aesthetics key map and details	8	40	80	60	188
	Final Hardscape/streetscape plans and details	8	12	60	40	120
	Final Landscape plans and details	8	12	24	24	68
	Final Irrigation plans and details	8	12	24	24	68
	Final Erosion control plans and details	8	12	20	20	60
	Quantities	4	4	0	8	16
	Special Provisions	12	12	0	0	24
	Project Specific Quality Management Plan	8	8	8	0	24
	Subtotal	**64**	**112**	**216**	**176**	**568**

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
5.0	**PSE Submittal**					
	Signed & Sealed plans and Special Provisions	8	16	24	24	72
	Project Specific Quality Management Plan	8	8	8	0	24
	Subtotal	**16**	**24**	**32**	**24**	**96**

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
6.0	**SWPPP Book**					
	Production of SWPPP Book	2	2	24	24	52
	Project Specific Quality Management Plan	6	6	6	0	18
	Subtotal	**8**	**8**	**30**	**24**	**70**
	TOTAL WORKHOURS	**330**	**415**	**726**	**472**	**1,943**

10/28/2021

EXHIBIT A: ESTIMATED DIRECT EXPENSES - LONE TREE OVERPASS PROJECT - AMENDMENT 2

TRAVEL: SITE VISITS

Mileage:	# of Trips	avg. mi. per round trip	Cost/mi.	Cost	Notes
	9	520	$0.560	$2,620.80	

Lodging:	Trips	Rooms per night	Cost/night	Cost	
	9	2	$96.00	$1,728.00	9 Trips to Flagstaff

Meals:	Days	2 Meals Per Day for 2 people	Cost/Day	Cost	
	9	18	$66.00	$1,188.00	2 meals per day for 2 people

TOTAL TRAVEL =	$5,536.80

PLOTTING

say 0 total

	No. of Copies	Cost per Copy	Cost
Vellum Plots (24x36)		$3.50	$0.00
Photo Mylars		$9.00	$0.00

TOTAL PLOTS =	$0.00

REPRODUCTIONS:

Reports (See EXHIBIT B) $0.00

Copies other than reports

Color Copies	No. of Copies	Cost per Copy	Cost
8 1/2"x11'		$0.50	$0.00
11"x17"	300	$1.50	$450.00
Black & White Copies			
8 1/2"x11'		$0.05	$0.00
11"x17"		$0.12	$0.00
Blacklines (24x36)		$1.50	$0.00

TOTAL REPRODUCTIONS =	$450.00

EXHIBITS

	No. of Copies	Cost per Copy	Cost
Aerial Photo, 40 scale		$8.00	$0.00
(Mounting on 36" x 48" Foam Board for public meetings)	10	$72.00	$720.00
Presentation Blacklines		$4.00	$0.00
Color Photo Reductions		$8.00	$0.00

TOTAL EXHIBITS =	$720.00

SPECIALIZED VENDORS

	Cost
IAS Laboratories - Horticultural Soil Analysis	$0.00
Vendor Name	$0.00
Vendor Name	$0.00

TOTAL SPECALIZED VENDORS =	$0.00

ATTACHMENT 4

SCOPE AND FEE FROM SPEEDIE AND ASSOCIATES

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

www.speedie.net

September 2, 2021

Kevin Porter, P.E.
WSP USA
350 West Washington Street, Suite 300
Tempe, AZ 85281

RE: Proposal for Percolation Testing
Lone Tree Overpass Retention Basin
Butler Ave & Lone Tree
Flagstaff, AZ
Proposal No. 78146SFr

Dear Mr. Porter:

We are pleased to provide our cost estimate to conduct double ring percolation testing at the above referenced site that will satisfy requirements for estimating infiltration rate. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that testing will consist of three double ring infiltrometer tests at depths of 5 feet below existing grade to ascertain water dissipation rates. The tests will be performed at the locations and bottom depths of proposed water retention basins. Testing will conform to ASTM D3385 standards for infiltration testing.

We will dig three pits to depths of 5 feet below existing grade, create field logs of the soil profiles, and perform the percolation tests. We will analyze the data obtained from field and laboratory testing and prepare a letter style report detailing infiltration/dissipation rates together with field logs of soil profiles. . If refusal on bedrock is encountered at less than 5 feet, the client will be made aware and the test hole will be relocated. Access to the site by conventional rubber-tired backhoe is assumed to be free and unencumbered. As the excavator, Speedie & Associates will arrange for location of public utilities, provided we are given at least 5 days advanced notice. Speedie & Associates will not locate private utilities, and if required, a reputable private locator should be contracted by the client. Excavated pits will not be left open overnight, and will be caution-taped off during the investigation.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof. We propose to provide the services set forth herein for a lump sum amount of **$4,000.00**, which includes all testing, equipment rental, field work, reimbursable expenses, and an electronic copy of the report (pdf format; paper copies available upon request). Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of $15.00 per report. Time from authorization to proceed to letter report submittal at this time is on the order of 2 to 3 weeks following the scheduled investigation. This time frame does not include delays due to inclement weather, frozen ground, or delays in the field not caused by Speedie & Associates and subcontractors.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy, and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES

Gabe S. Epstein, PhD

APPROVED AND ACCEPTED for WSP USA

By:_____ Print Name: _____

Date: _____

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

ENGINEERING SERVICES

Northern Arizona 2021 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	$ 150.00
Project Manager	125.00
Sr. Geologist/Engineer	125.00
Project Engineer/Geologist	110.00
Environmental Specialist	90.00
Special Inspector (Architectural)	85.00
Special Inspector (Structural/Geotechnical)	80.00
Staff Engineer/Geologist	85.00
Sr. Engineering Technician	75.00
Draftsman	75.00
Materials Testing Technician	60.00
Clerical/Administrative	55.00

REIMBURSABLE EXPENSES
Light Truck Mileage Rate: $0.50 per mile
The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS
On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES
Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES
The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders
- Night Shift

EXPERT WITNESS
Deposition and testimony; 4-hour minimum, $250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

Initials _____
Initials _____

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

TERMS AND CONDITIONS

1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

2. SCOPE OF SERVICES

2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

6. INDEMNIFICATION

6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

Initials _____
Initials _____

6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to $50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

9. SAMPLE DISPOSAL

9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.

Initials _____
Initials _____

ATTACHMENT 5

SCOPE AND FEE FROM GSI

Geomechanics Southwest, Inc.

5435 W. Mohave Street
Phoenix, Arizona 85043
602-252-0559
www.gsidrilling.com

AROC 079441 / ADWR 498

Date: September 24, 2021
Proposal # [15921P]

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 additional scope – Flagstaff, Arizona

SCOPE:

- **Provide a CME-75HT track-mounted drill with required support equipment.**
- **Auger/Sample ten (10) borings to a depth of 30-ft (300-ft TOTAL).**
- **Traffic control will be the responsibility of others.**
- **GSI will provide BNSF trained crew.**

ITEM	QUANTITY	UNITS	UNIT PRICE	LINE TOTAL
Prep/Mobilization/Demobilization*	1	EACH	2160.00	$2,160.00
Daily Prep / Local Travel	4	HOURS	210.00	$ 840.00
Auger Drill/Sample	300	L.F.	18.00	$5,400.00
Standby / Access / Safety / Move Drill (est.)	10	HOURS	240.00	$2,400.00
Auger Bit Wear – Per 100-ft	3	EACH	250.00	$ 750.00
Support Truck 4x4	4	DAYS	175.00	$ 700.00
Crew Expenses (2-men) lodging $94.00 per man	3	NIGHTS	188.00	$ 564.00
Crew Expenses (2-men) M&IE $42.00 per man	2	DAYS	84.00	$ 168.00
Crew Expenses (2-men) M&IE $56.00 per man	2	DAYS	112.00	$ 224.00
Geotech Ring Set: set of 6 w/sleeve (est.)	10	EACH	18.50	$ 185.00
			ESTIMATED TOTAL	**$13,391.00**

GSI assumes 4 days on site with mobilization.

*** Mobilization / Demobilization track-mounted rig was derived as follows: 7 hours of roundtrip travel and 2 hours of prep at rig rate of $240/hr. for a total of $2,160.00**

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 09/24/2021
Mike Shelquist
Operations Manager – Phoenix

ATTACHMENT 6

SCOPE AND FEE FROM ATLAS

9185 South Farmer Avenue, Suite 111
Tempe, AZ 85284
480.855.3201 | oneatlas.com

September 27, 2021
Proposal No. 21-10986 Rev.3

Mr. Dave Peterson, PG
WSP
1230 West Washington Street, Suite 405
Tempe, Arizona 85281

Subject: **Proposal for Geophysical Evaluation**
Lone Tree Overpass, Between Butler Avenue and Interstate 40 2-D ReMi and P-Wave Refraction Study
Flagstaff, Arizona

Dear Mr. Peterson:

In accordance with your request, Atlas Technical Consultants, LLC (Atlas), has prepared this revised proposal to perform geophysical seismic evaluations for the project located between Butler Avenue and I-40 Business Loop/Historic Route 66 (US66) in Flagstaff, Arizona. The purpose of our study will be to collect four two-dimensional (2-D) refraction microtremor (ReMi) and eleven P-wave refraction seismic profiles at the subject site, based on the information you provided via email on September 24, 2021.

METHOD SUMMARY

Our scope of services will include the performance of four roll-along two-dimensional (2-D) ReMi seismic profiles at your specified locations of the project site. Two 2-D ReMi profiles will be performed at each of the planned bridge abutment locations, two lines north and two lines south of the BNSF railway alignment. The purpose of the four proposed 2-D ReMi profiles is to collect seismic velocities of the subsurface for use in estimating depth to bedrock and to check for the presence of seismic velocity inversions where faster layers overlie slower layers. Another benefit of the ReMi method is that it also provides IBC Vs100 seismic Site Class, a parameter useful for your calculations of seismic site response for the planned bridge structure.

The 2-D ReMi seismic technique uses recorded surface waves (specifically Rayleigh waves) that are contained in background noise to develop a shear wave (S-wave) 2-D velocity profile of the study area down to a depth, planned in this case to be up to approximately 30 feet or more below ground surface (bgs).

Our proposed 2-D ReMi evaluation will include the use of a 24-channel Geometrics digital StrataView or Geode seismograph and 24 or more 4.5-Hz vertical component geophones. For the performance of each 2-D ReMi line, the geophones will be spaced 10 feet apart for a spread length of 230 feet. The spread will be advanced 10 times, 10 feet at a time, to create a 100 foot long 2-D shear wave profile. At each spread location, multiple 32-second-long records will be collected. Ten one-dimensional (1-D) ReMi data collections will be performed along each 2-D transect. The 1-D solutions form the basis of the 2-D seismic velocity profile.

The data is processed using Surface Plus 9.1 Advanced Surface Wave Processing Software (Geogiga Technology Corporation, 2020), which uses the refraction microtremor method (Louie, 2001) and other surface wave analysis methods. The program generates phase-velocity dispersion curves for each record and provides an interactive dispersion modeling tool where the users determine the best fitting model. The result is a 1-D shear-wave velocity model of the site at each roll-along data gather position with roughly an 85 to 95 percent accuracy based on published studies of the ReMi method. The 1-D models are then run in a mathematically robust data modeling inversion process to develop a 2-D profile for each line. The 2-D surface wave velocity versus depth figure results produced by the data inversion process for each line are provided in our report.

Our scope of work will also include the performance of 11 2-D P-wave (compression wave) seismic refraction tomography spreads, data compilation/processing and analysis. The P-wave profiles will be conducted near the south edge of the existing BNSF railway using a Geometrics Geode, or Geometrics StrataView, 24-channel digital seismograph and 24 14-Hz geophones. The seismic source will be a manually operated 16 or 20-pound steel sledgehammer and metal strike plate. To develop one 1,265-foot-long P-wave profile, the seismic refraction evaluation will entail the performance of 11 P-wave spreads collected using roll-along methods, and using a 50% overlap between spreads to create the desired 2-D profile. The geophones will be spaced 10 feet apart for a spread length of 230 feet per each of the 11 spreads. After the collection of each P-wave profile, the geophone spread will be advanced 115 feet such that the first half of the next profile overlaps with the spread before it.

Seismic refraction data will be compiled and processed using RAYFRACT Seismic Refraction Tomography software (Intelligent Resources Inc.) which employs wave path analysis. RAYFRACT first provides forward modeling refraction, transmission and diffraction and back-projects traveltime residuals along wave paths also known as Fresnel volumes instead of conventional analysis rays. This increases the numerical robustness of the inversion. A smooth minimum-structure 1-D starting model is determined automatically directly from the seismic traveltime data by horizontally averaging DeltatV method 1-D velocity-depth profiles along the seismic line. The starting model is then refined with 2D WET Wavepath Eikonal Traveltime inversion. The resulting 2-D velocity model provides a tomographic image of the P-wave velocities which can be used to estimate subsurface geologic conditions.

SCOPE OF SERVICES

The geophysical evaluation will include:

- Review of available background information provided by your office.
- Performance of four 2-D ReMi shear wave profiles. Two 2-D ReMi profiles will be performed at each bridge abutment location.
- Performance of 11 overlapping 230-foot-long P-wave seismic refraction tomography spreads along the south edge of the railway alignment, resulting in a 2-D profile up to 1,265 feet long.

- Our evaluations will be designed to obtain S-wave and P-wave velocity data from depths of approximately 30 feet bgs or more.
- The findings from our evaluation will be presented in an illustrated letter report, including four 100-foot-long 2-D shear wave ReMi profiles and one 2-D P-wave tomography profile up to 1,265 feet long.

FEE ESTIMATE

We estimate up to 8 field days and a 3-man field crew will be needed for our evaluation. Based on the breakdown of fees below, our total fee will be **$27,571**.

Item	Rate Type	Cost	Amount	Total
Mobilization/Demobilization	1	Fixed	$750	$750
Field Data Collection (2-D ReMi)	Daily	$3,300	3	$9,900
Field Data Collection (2-D P-wave Seismic Refraction,1,265 feet profile)	Daily	$3,100	4	$12,400
Per-Diem (3-man field crew)	Daily	$350	8	$2,800
Administration	Hourly	$67	3	$201
CADD/Drafting	Hourly	$95	16	$1,520
			Total	**$27,571**

ASSUMPTIONS:

In preparing this proposal, we have made the following assumptions:

- The project site will be readily accessible via a four-wheel drive pickup type vehicle and will be reasonably clear of surface obstructions.
- The proposed field services will be performed during normal (daylight) working hours.
- Site access will be granted, and Atlas will not need to obtain any permits or environmental clearance as a part of this project.
- If our work zone is located within 20 feet of railway tracks, WSP will provide BNSF flagmen during our fieldwork who shall warn our field crew of approaching trains on the railway and who will also provide "all clear" messages to return to work. However, if the southern sidings can be temporarily "deactivated" by BNSF operations, then BNSF might not require flagmen.
- BNSF will agree that we can leave geophone sensors, seismograph, and cables on the ground surface near the railway during the passage of trains and Atlas will not have to remove equipment from the railway alignment during field data collection. We assume that our equipment is shorter in height than the railway embankment fill section plus ballast plus rail height.

- We understand from communications with WSP that you estimate the frequency of trains on the railway passing the project area on an hourly basis to average about one train per 20 minutes daily. We have assumed a conservative daily production rate for geophysical field data acquisition on the basis of WSP's estimated train frequency in our proposal fees herein. If field conditions vary from this estimate in a way that impacts our field production rate more than is assumed herein, we will contact you from the field to discuss fee options if trains are more frequent than estimated.
- Local construction traffic and/or other sources of equipment and ground vibrations (trains, other vehicles, heavy equipment, power generators, drill rigs, and pile drivers) located on site or nearby will be sources of deleterious seismic noise and interfere with our seismic survey methods and seismic results. Our geophysical field evaluation should be scheduled by WSP for projected workdays when locally generated ground vibrations will be unlikely to occur (except for the unavoidable train passages).
- The fees estimated herein do not include costs that may arise due to unforeseen or unfavorable conditions, or for post-report consultations. Our fees for such services, if provided, will be on an hourly basis with your authorization.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If our proposal meets with your approval, please authorize our services by signing the attached Professional Services Agreement (PSA) and returning it to our office. We will, in turn, send you a fully executed original for your records. Should you have questions regarding this proposal, please contact our office.

Respectfully submitted,
Atlas Technical Consultants LLC

Mark Edwards, RG (Arizona)
Principal Geologist/Geophysicist

Paul Neuberger
Senior Staff Geophysicist

PN:LB:MDE:my

Distribution: Dave.Peterson@wsp.com

Attachment: Professional Services Agreement

ATLAS TECHNICAL CONSULTANTS LLC

2021 PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into at San Diego, California, by and between Atlas Technical Consultants LLC, a Delaware limited liability company, hereinafter referred to as "Consultant" and WSP hereinafter referred to as “Client.”

Client intends to employ the Consultant to provide geophysical services for the planned overpass in Flagstaff, Arizona hereinafter referred to as "Project."

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1) Cooperation and Project Understanding

(a) Consultant will render the professional services set forth in the Scope of Work contained in the Consultant’s Proposal, which is attached hereto and incorporated into this Agreement. Client will compensate Consultant in accordance with said Proposal.

(b) If Client requires additional services, Client agrees that said additional services shall be paid for by Client at Consultant’s fee schedule in effect at the time of the services, or as agreed between Client and Consultant. Additional services verbally requested by Client or by any representative of the Client for the Project shall be subject to all of the terms and conditions of this Agreement unless modified by an amendment or addendum to the Agreement, or a new agreement between the parties for the additional services. A written modification to the Agreement may be requested by either Consultant or Client, and if such a modification is requested, any additional services shall be provided only upon approval in writing by both parties to said modification.

(c) Client will make available to Consultant all relevant information in its possession regarding existing and proposed conditions of the Project site. This information shall include, but not be limited to, all plans, specifications, surveys, test data, and written reports by previous consultants that may pertain to the Consultant’s scope of work. Client will immediately transmit to Consultant any new or revised information, which may have an effect on Consultant’s services under this Agreement.

(d) It is acknowledged that opinions, recommendations, and advice that may be provided by Consultant will be based on information furnished by Client or other persons or entities retained by Client, and on information obtained by Consultant through Consultant’s own investigation, testing, inspection, and observation of work being performed by others. Consultant shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate or incomplete information furnished by Client or Client’s representatives, and Client will indemnify and hold harmless Consultant against all claims, demands, or liability arising out of or contributed to by such information or lack thereof.

(e) It is also acknowledged that, unless specifically set forth in Consultant’s Scope of Work in attached Proposal, Consultant does not direct, control, or supervise the work of other persons or entities on the Project other than those that may be directly retained as subcontractors by Consultant. (Business and Professions Code § 6703.1)

2) Project Site

(a) If applicable, the Client shall indicate to Consultant the property lines of the Project site and be responsible for the accuracy of any boundary markers.

(b) The Client shall secure free and lawful access to the Project site for all necessary equipment and personnel of Consultant. Client shall notify any and all possessors of the project site that Client has granted Consultant free access to the Project site, and Client shall secure permission (and any

permits) necessary to allow Consultant free access to the Project site at no charge to Consultant unless specifically agreed to otherwise in the Proposal attached hereto.

(c) If applicable, the Client shall take steps to see that the property is protected, on or off-site, including all landscaping, shrubs, and flowers. While Consultant will take all reasonable precautions to minimize any damage to the property, it will not be responsible for damage to lawns, shrubs, landscapes, walks, sprinkler systems, or underground utilities and installations caused by movement of earth or equipment.

(d) If applicable, the Client shall locate for Consultant and shall assume responsibility for the accuracy of Client's representations as to the locations of all underground utilities and installations. Consultant will not be responsible for damage by it to any such utilities or installations not so located, and any such damage by Consultant may, at Consultant's option, be repaired by Consultant and billed at cost plus 15% to Client.

(e) If applicable, Client shall notify Consultant of all locations where hazardous materials or wastes were stored, used, or disposed on the Project site.

(f) If applicable, Consultant agrees to backfill or adequately cover all open test holes made by it prior to leaving Project site unattended. Consultant agrees that all test holes will be backfilled upon completion of the job. However, Client may request test holes to remain open after completion of Consultant's work. In the event Client so requests, Client agrees to pay for all costs in connection with covering and backfilling said test holes at a later date, and Client shall indemnify and hold harmless Consultant for all claims, demands, and liabilities arising from its request.

3) Safety

Consultant will not be responsible for the general safety on the job or the safety of any equipment or individuals on the Project site other than its own personnel and the equipment under its direction.

4) Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Consultant, as instruments of service, shall remain the property of Consultant. In the event Client defaults on payment for Consultant's services, Client agrees that all reports and other work furnished to Client or its agents will be returned upon demand and will not be used by Client for any purpose whatsoever. Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

5) Samples

Consultant, or a subcontracted laboratory, will retain all soil, rock, and concrete samples for thirty (30) days after the issuance of Consultant’s report or notification to terminate work. If the Client desires extended storage, the Client shall notify Consultant prior to the expiration date of this period. Extended storage or transfer will be at Client’s expense.

6) Professional Standard

Client recognizes the inherent risks associated with the construction of improvements to real property. Client further recognizes that there may be significant variation in site conditions or in the work inspected or materials tested by Consultant. Consultant is responsible for performing its services in accordance with the standard of care set forth in the following paragraph, but this does not relieve the contractor or subcontractor from responsibility for their own work.

Consultant's services consist of professional and technical advice and observation only. Consultant will be responsible only for its own data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. In the performance of its professional services, Consultant will proceed with work diligently with competent personnel, and will comply with that level of care and skill ordinarily exercised by reputable professional engineers, geologists, and special inspectors currently practicing under similar conditions in the same or similar localities. No warranty of any kind

whatsoever, express or implied, is made or intended by Consultant, its employees or agents, in connection with the services provided under this Agreement.

7) Indemnification

To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless Consultant, its officers, employees, and agents from any and all claims, damages, losses, and expenses, including reasonable attorney's fees and costs of litigation arising out of resulting from the services to be provided under this Agreement. However, such indemnification shall not apply to the extent that any such claims, damages, losses, and expenses are due to the willful misconduct or sole negligence of Consultant.

8) Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Client and Consultant agree that all disputes between them arising out of relating to the Agreement shall be resolved in accordance with the following procedures:

(a) Special Meeting. The parties shall first attempt to resolve any difference by businesslike negotiations. Either the Client or Consultant may call a special meeting, which shall specify the nature of the dispute to be resolved. This meeting shall be held within 3 working days of a written request, and shall take place at the job sites, Consultant's office, or such other location as shall be mutually agreed. The meeting shall be attended by representatives of Client, Consultant, and if necessary, other involved parties, who have authority to resolve the dispute. The parties shall make a good faith effort to resolve their differences at this meeting.

(b) Mediation. If the parties are not able to resolve the conflict through negotiation within 5 business days of the special meeting, the Client and Consultant agree that the dispute shall be submitted to nonbinding mediation unless mutually agreed in writing otherwise. This mediation shall be a prerequisite to either party pursuing further legal action, and no such legal action shall be initiated by either party until a good faith effort has been made by the parties to resolve their differences through the mediation process unless both parties agree to waive this mediation requirement. The costs of the mediation shall be equally shared by all involved parties.

9) Delays

Consultant will be excused for any delay in completion of this Agreement caused by acts of God, acts of Client or Client's employees or agents, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies unforeseen by Consultant and beyond the reasonable control of Consultant.

10) Termination of Agreement

In the event that either party desires to terminate this Contract prior to completion of the Project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies Consultant of such intention to terminate Consultant's services prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date. In the event that consultant incurs costs in Client's termination of this Agreement, a termination charge to cover such costs shall be paid by the Client.

In the absence of notification of termination, this Agreement shall continue in full force and effect until such time as Consultant has completed its services.

11) No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of Client and Consultant and in no way is intended to benefit or extend any right or interest to any third party. It is the intention of Client and Consultant that they are the sole beneficiaries to the rights and obligations arising here from, and any benefit to be derived by any third party is merely incidental to and unintended by the Agreement.

12) Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted against the Consultant, a California corporation, and not against any of the Consultant's individual employees, officers or directors.

13) Attorneys' Fees

In the event that either party becomes involved in litigation arising out of this Agreement or the interpretation or performance thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other non-reimbursable litigation expenses.

14) Merger Clause

This Agreement, including the attached incorporated proposal, constitutes a final, complete, and total integration of any and all understandings between the parties. It supersedes all prior communications, understandings and agreements, whether oral or written.

Any subsequent change, alteration, addition, or modification must be mutually agreed upon, in writing, and signed by both parties.

15) Notices

Any notice required or permitted under this Agreement may be given by ordinary mail at the address contained in this Agreement, but such address may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail.

16) Assignments

The rights and obligations of either party to this Agreement shall not be assigned or otherwise transferred without the prior written consent of the other party. Subject to the foregoing, each party to this Agreement, where applicable, binds itself, its partners, successors, executors, administrators, and assigns with respect to all covenants, conditions, and promises of this Agreement.

17) Individual Responsibility

If Client is a corporation, the individual or individuals who sign this Agreement on behalf of Client warrant that they are duly authorized agents of Client.

18) Invoices

Consultant will submit invoices to Client, at Consultant's option, either monthly or upon completion of the services. Invoices for Consultant's services are due and payable upon receipt and shall be considered past due if not paid within 30 calendar days of the due date. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided upon Client's request.

A FINANCE CHARGE OF 1.5% PER MONTH, CALCULATED FROM THE INVOICE DUE DATE, WILL BE ASSESSED ON ANY INVOICES NOT PAID WITHIN 30 DAYS.

19) Disputed Invoices

If the Client objects to any portions of an invoice, the Client shall so notify the Consultant in writing within 30 calendar days of receipt of invoice. The Client shall identify the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within 11 days be direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Finance charges as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor, calculated on the unpaid balance from the due date of the invoice.

20) Previous Consultant Fees

Client agrees that any previous consultant retained to perform professional services that are the same or related to those for which this Agreement has been entered, has been or will be promptly paid in full by client. Client shall obtain full rights to use previous consultant's work product, if same is to be used by Consultant.

21) Severability

If any term or provision of this Agreement should be found to be in violation of any law or ordinance, it shall be deemed stricken from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

22) Governing Law and Jurisdiction

This Agreement shall be governed by the law of the State of California, and jurisdiction for any disputes arising under this Agreement shall be brought in a court of competent jurisdiction in San Diego, County, California.

23) Limitation of Liability

CONSULTANT'S LIABILITY FOR DAMAGES DUE TO PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL FEES RECEIVED BY CONSULTANT UNDER THIS AGREEMENT, OR THE AMOUNT OF $50,000, WHICHEVER IS GREATER.

IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEY'S FEES AND EXPERT WITNESS FEES AND COSTS, RESULTING FROM OR RELATED TO THE PROJECT OR THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this _____ day of _____, 2021.

CLIENT:

_____
Signature

_____
Name

_____
Title

_____
Address

_____
Date

_____
Telephone Number

ATLAS TECHNICAL CONSULTANTS LLC

_____
Signature

_____
Name

_____
Title

_____
Address

September 27, 2021
Date

21-10986
Proposal Number

6280 Riverdale Street
San Diego, CA 92120
(877) 215-4321 | oneatlas.com

September 27, 2021

Atlas Proposal No. 21-10986

Mr. Dave Peterson
WSP
1230 West Washington Street, Suite 405
Tempe, Arizona 85281

Subject: **PRELIMINARY INFORMATION REQUEST**
GEOPHYSICAL SERVICES
LONE TREE OVERPASS
FLAGSTAFF, ARIZONA

Dear Mr. Peterson:

Please provide the following information regarding the above referenced project and return this information with the signed Professional Services Agreement to our San Diego office via fax at (619) 280-3450 or mail at your earliest convenience. We request this information as a routine matter in order to prepare and mail to you an accurate preliminary 20-day notice. If you have a construction lender, your lender will also be protected. Thank you for your prompt attention to this matter. Should you have any questions regarding this request please feel free to contact our office at (619) 280-4321.

PROPERTY OWNER:_____

MAILING ADDRESS:_____

_____

PHONE NUMBER:_____

GENERAL CONTRACTOR:_____

MAILING ADDRESS:_____

_____

PHONE NUMBER:_____

CONSTRUCTION LENDER:_____

MAILING ADDRESS:_____

_____

PHONE NUMBER:_____

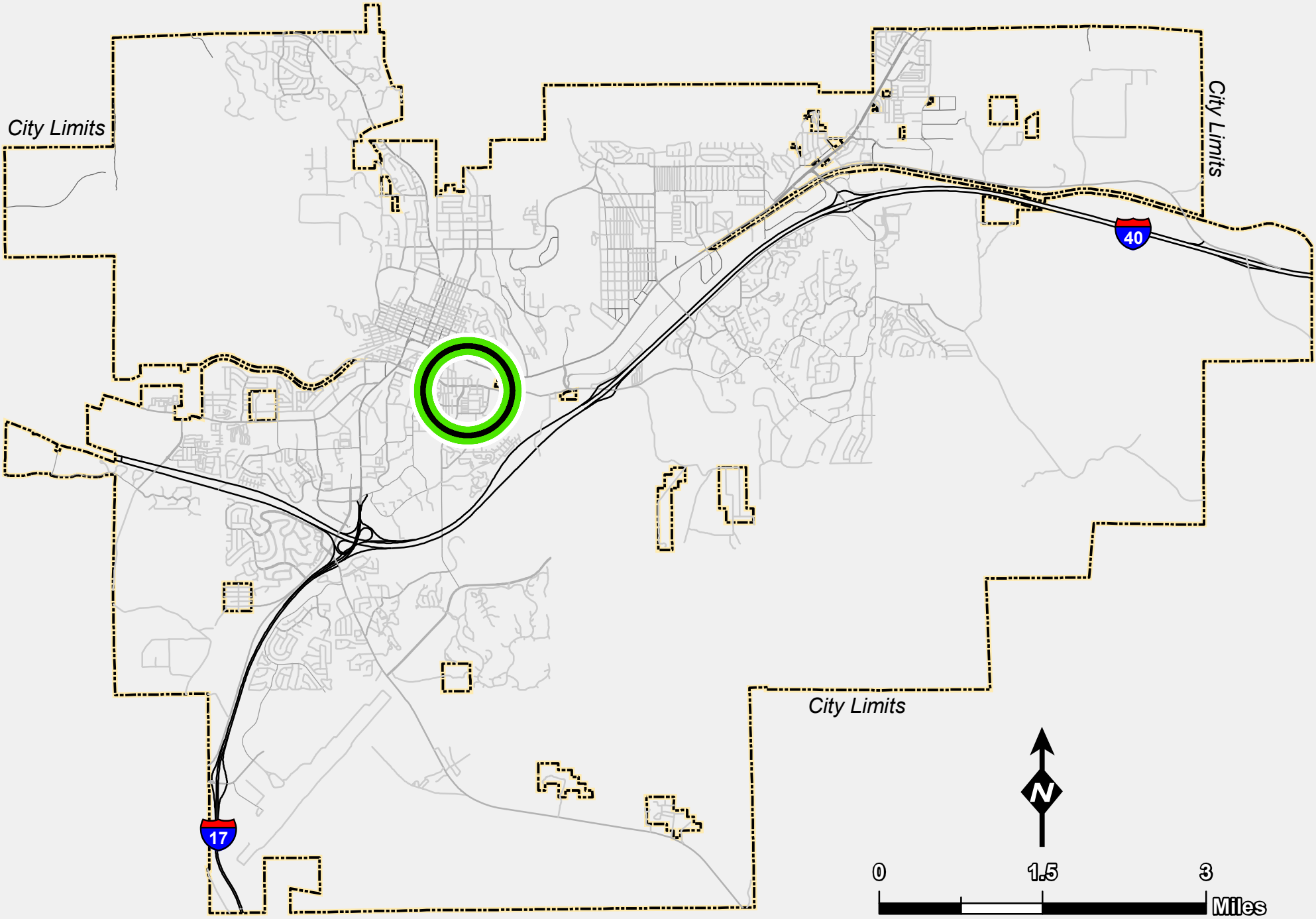
Sincerely,

Veronica Tabada

Contracts
$27,571

Lone Tree Overpass and Corridor Improvements
Vicinity Map

Lone Tree Overpass and Corridor Improvements



10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Senior Planner
Date:	02/18/2022
Meeting Date:	03/01/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-03: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 299.68 acres of real property generally located at 1900 North Gemini Drive, APN 101-37-002J, 107-01-001F, 107-01-001G, 101-37-001E, 101-37-002H, 101-28-007E, 107-01-001B, and 101-28-007C, and a portion of APN 110-08-001G and 109-02-001S, from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the Public Open Space (POS) zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing an effective date. ***(McMillan Mesa Natural Area Concept Zoning Map Amendment: PZ-20-00063).***

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-03 by title only for the final time
2) City Clerk reads Ordinance No.2022-03 by title only (if approved above)
3) Adopt Ordinance No. 2022-03

Executive Summary:

Concept Zoning Map Amendment, by the City of Flagstaff Open Space Program, of approximately 299.68 acres distributed across 10 parcels located at 1900 North Gemini Drive from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the Public Open Space (POS) zone with a Resource Protection Overlay (RPO). This area is known as the McMillan Mesa Natural Area (MMNA). The Planning & Zoning Commission held a public hearing on this request on January 12, 2022. In a 5-0 vote the Commission recommends that the City Council approve this rezoning subject to the condition as drafted by staff.

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts affiliated with this request.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Livable Community
    - Provide amenities and activities that support a healthy lifestyle.
- Environmental Stewardship
    - Actively manage and protect all environmental and natural resources.
    - Provide environmental community outreach, education, and volunteer opportunities.

Regional Plan

- A complete analysis of the Regional Plan goals and policies can be found in the attached project narrative and Planning & Zoning Commission staff report dated December 21, 2021.

Carbon Neutrality Plan

- DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Has There Been Previous Council Decision on This:

- December 15, 1992: The City Council adopted Ordinance 92-1779, which adopted the McMillan Mesa Village Specific Plan. Five of the 10 parcels in this rezoning request are included in the McMillan Mesa Village Specific Plan.
- November 28, 2016: The City Council adopted Resolution 2016-38, which ratified the results of Proposition 413. This proposition was passed by Flagstaff voters on November 8, 2016 to restrict the use of approximately 300 acres of City of Flagstaff-owned property on McMillan Mesa to public open space and passive recreation. The area covered in Proposition 413 is known as the McMillan Mesa Natural Area (MMNA).
- October 16, 2018: The City Council adopted Resolution 2018-15 to amend the Flagstaff Regional Plan 2030. This amendment updated the Future Growth Illustration (Maps 21 and 22) and the Road Network Illustration (Map 25) to make the land use and road network designations consistent with Proposition 413.
- July 7, 2020: The City Council adopted Resolution 2020-46 approving an update to the City of Flagstaff Management Plan for Legally-Designated Open Space Properties, which includes the MMNA.

Options and Alternatives:

1) Approve the Concept Zoning Map Amendment with the condition as presented by Staff and as recommended by the Planning and Zoning Commission. The Planning and Zoning Commission voted 5-0 on January 12, 2022 to forward the Concept Zoning Map Amendment request with a recommendation of approval with the following condition:

1. A Resource Protection Overlay (RPO) shall be applied to all areas contained in this rezoning request.

2) Approve the Concept Zoning Map Amendment with additional conditions, deleted conditions, or modified conditions.
3) Deny the Concept Zoning Map Amendment.

Background/History:

McMillan Mesa Natural Area Overview (MMNA)
The MMNA is comprised of 10 parcels located north and south of Forest/Cedar Avenue. The area included in this rezoning request is currently undeveloped. These parcels are owned by the City of Flagstaff, but two of the ten parcels are only partially included in this rezoning request. The portion of APN 110-08-001G not being rezoned contains Buffalo Park, the US Geological Survey campus, and the Northern Arizona Center for Emerging Technology (NACET) Incubator; the portion of APN 109-02-001S

not being rezoned contains Buffalo Park and the triangle of land between Cedar Avenue, West Street, and Linda Vista Drive.

Three of the 10 parcels are partially designated with a Resource Protection Overlay (RPO); the remaining seven parcels have a RPO over the entire parcel area. See the attached Planning and Zoning Commission Staff Report for more information.

McMillan Mesa Natural Area History

On November 8, 2016, approximately 86% of Flagstaff voters voted in favor of Proposition 413–Campaign for a Greater Buffalo Park. This proposition restricted the use of City of Flagstaff-owned Property on McMillan Mesa to public open space and passive recreation, thereby creating the MMNA. City Council approved the results by Resolution Number 2016-38 on November 28, 2016. Proposition 413 did not change the Regional Plan Land Use Designations of the MMNA, nor did it update the zoning.

The City Council initiated and approved the McMillan Mesa Natural Area Major Plan Amendment on October 16, 2018 (Resolution 2018-15). This resolution amended the Flagstaff Regional Plan 2030 by updating the Future Growth Illustration (Maps 21 and 22) and the Road Network Illustration (Map 25) to make the land use and road network designations consistent with the MMNA. Specifically, the Amendment: 1) changed the Regional Plan land use designations of the MMNA to Parks/Open Space from Existing Suburban, Employment, Special District, Area in White (not assigned a future land use designation), Future Urban, and Future Suburban; 2) Removed the Ponderosa Parkway Connection from the Road Network Illustration (this road would have bisected the MMNA); and 3) corrected some mapping errors in the Regional Plan.

The MMNA is also covered in two additional City documents: The City of Flagstaff Management Plan for Legally-Designated Open Space Properties, and the McMillan Mesa Village Specific Plan. The Management Plan includes detailed information on the MMNA, including natural and historic resources, public use of the area, and a priority action plan. City Council approved the most recent update to the Management Plan on July 7, 2020 (Resolution 2020-46). The McMillan Mesa Village Specific Plan was passed by City Council Ordinance 92-1779 on December 15, 1992 and shows the general land uses for portions of the MMNA south of Forest Avenue.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report, dated December 21, 2021.

Community Involvement:

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with requests for a Concept Zoning Map Amendment. In accordance with City Code, a notice of the public hearings was provided by placing an ad in the Arizona Daily Sun, posting at least one sign on the property, and mailing a notice to all property owners within 300 feet of the site and to the City's "Registry of Persons and Groups." All notifications were completed at least 15 days prior to the first scheduled public hearing. A copy of the publication notice, pictures of the postings, a mailing list, and a copy of the mailing notice are included in the attached Public Participation Plan.

The Planning and Zoning Commission held a public hearing on this application on January 12, 2022. The Commission recommended approval of the Concept Zoning Map Amendment by a unanimous vote (5-members present). Staff received 10 public comments (emails) prior to the Planning and Zoning Commission Meeting. All were in favor of the rezoning, and are attached to this staff summary.

The City of Flagstaff Open Space program held two virtual neighborhood meetings about the proposed Concept Zoning Map Amendment on December 14, 2020, and January 13, 2021. Per the meeting

sign-in, approximately 38 individuals attended both meetings. A Public Participation Plan, attached, was prepared in response to the questions, comments and concerns presented. The meetings included a presentation from the City of Flagstaff Open Space Program, a question-and-answer session where questions/comments could be typed into the chat or spoken, and a set of ten Community Forum Questions about the MMNA and if/how residents currently engage with the MMNA.

Although not required by City Code, the Open Space Program also initiated a 60-day public comment period on the Flagstaff Community Forum to elicit feedback on the proposed rezoning. The comment period lasted from November 20, 2020 – February 2, 2021, and asked participants to provide feedback about the MMNA and if/how residents currently engage with the MMNA (these are the same ten questions asked at the end of each neighborhood meeting). The Community Forum had 127 attendees and 73 responses. The Open Space Program also received one written comment and five verbal comments in response to the Community Forum questions.

Attachments:
City Council Presentation
Ord. 2022-03
Exhibit A - Legal Description
P&Z Staff Report
Application
Legal Ad
Vicinity, Zoning, and Context Analysis Maps
Project Narrative and Regional Plan Analysis
Public Participation Plan
Emails from the Public

McMillan Mesa Natural Area Concept Zoning Map Amendment

Ordinance No. 2022-03

City Council| February 15, 2022

Genevieve Pearthree | Senior Planner

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

Concept Zoning Map Amendment

- **Request:** Request from City of Flagstaff Open Space Program to rezone 299.68 acres at 1900 N. Gemini Rd.
- **Requested Zoning:** Public Open Space (POS) with a Resource Protection Overlay (RPO)
- **Current Zoning:** Rural Residential (RR), Public Facility (PF), and Research and Development (RD) with a RPO
- **Area:** Undeveloped land distributed across 10 parcels
  - Contains existing Flagstaff Urban Trails (FUTS) and utility infrastructure
- **Purpose:** To be managed by the CoF Open Space Program as the McMillan Mesa Natural Area (MMNA) for the purposes of open space and passive recreation (only uses allowed in the POS zone)

Property Location

1900 N. Gemini Dr.

10 parcels:

107-01-001B, 101-28-007C, 110-08-001G, 109-02-001S, 107-01-001F, 101-28-007E, 101-37-001E, 101-37-002H, 101-37-002J, 107-01-001G

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Vicinity Map : McMillan Mesa Natural Area

9/28/2020

History and Purpose

- November 8, 2016: 86% of Flagstaff voters voted in favor of Proposition 413
  - Restricted use of approximately 300 acres of City-owned property to public open space and passive recreation (created McMillan Mesa Natural Area – MMNA)
  - Did not change Regional Plan Land Uses or zoning
- October 16, 2018: City Council approved a Major Regional Plan 2030 Amendment
  - Updated Future Growth Illustration (Maps 21 and 22) and Road Network Illustration (Map 25) to make land use and road network consistent with MMNA
- Purpose of Rezoning: Make MMNA zoning consistent with Proposition 413 and Regional Plan

Zoning Map Amendment Details

Request covers 299.68 acres over 10 parcels

- 2 parcels partially included (Buffalo Park, USGS, NACET outside rezoning area)
- All parcels have a Resource Protection Overlay on part or all of parcel
- Existing FUTS trails and utilities bisect the MMNA
- No public systems analyses required because no new development proposed
- POS zone permits two uses: Open Spaces and Passive Recreation

Changes in Land Use due to Proposed Zoning Map Amendment

Zoning	Acres Reduced	Acres Added
Public Facility (PF)	100.14	0
Rural Residential (RR)	192.07	0
Research and Development (RD)	7.45	0
Public Open Space (POS)	0	299.68

Types of Zoning Map Amendments

- Direct to Ordinance with a Site Plan
  - Requires applicant to submit fully developed site plans with all supporting information required for a Site Plan review
  - Once a Zoning Map Amendment is approved by Council, the project can proceed directly to construction plan review
- Concept Zoning Map Amendment
  - Process allows a Concept Plan (applicant pursues Site Plan approval after rezoning)

Applicant selected a Concept Zoning Map Amendment because no new development proposed at this time

Citizen Participation

- Virtual neighborhood meetings: December 14, 2020 and January 13, 2021
  - Public Participation Report Attached
- 60-day public comment period on Flagstaff Community Forum
- Planning and Zoning Commission: January 12, 2022
  - Voted 5-0 for recommendation of approval with conditions
  - Public comments attached
- City Council Ordinance 1st Read: February 15, 2022
- City Council Ordinance 2nd Read: March 1, 2022

Zoning Map Amendment Findings

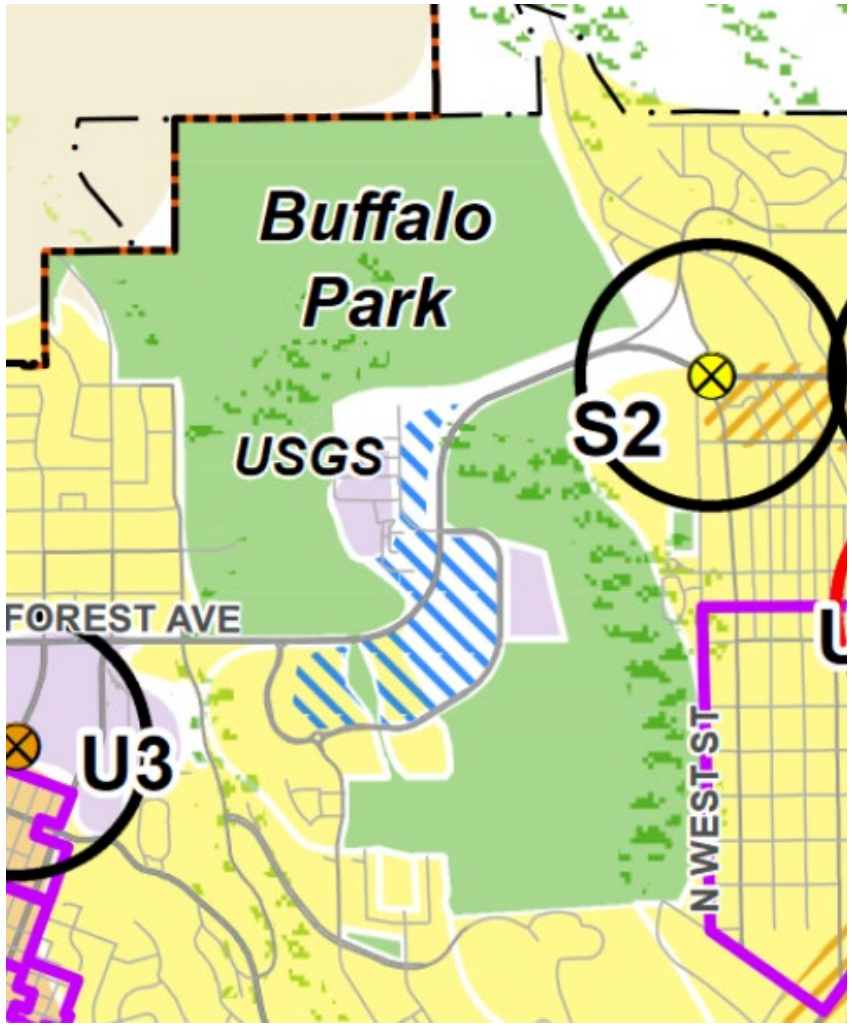
Finding #1

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans

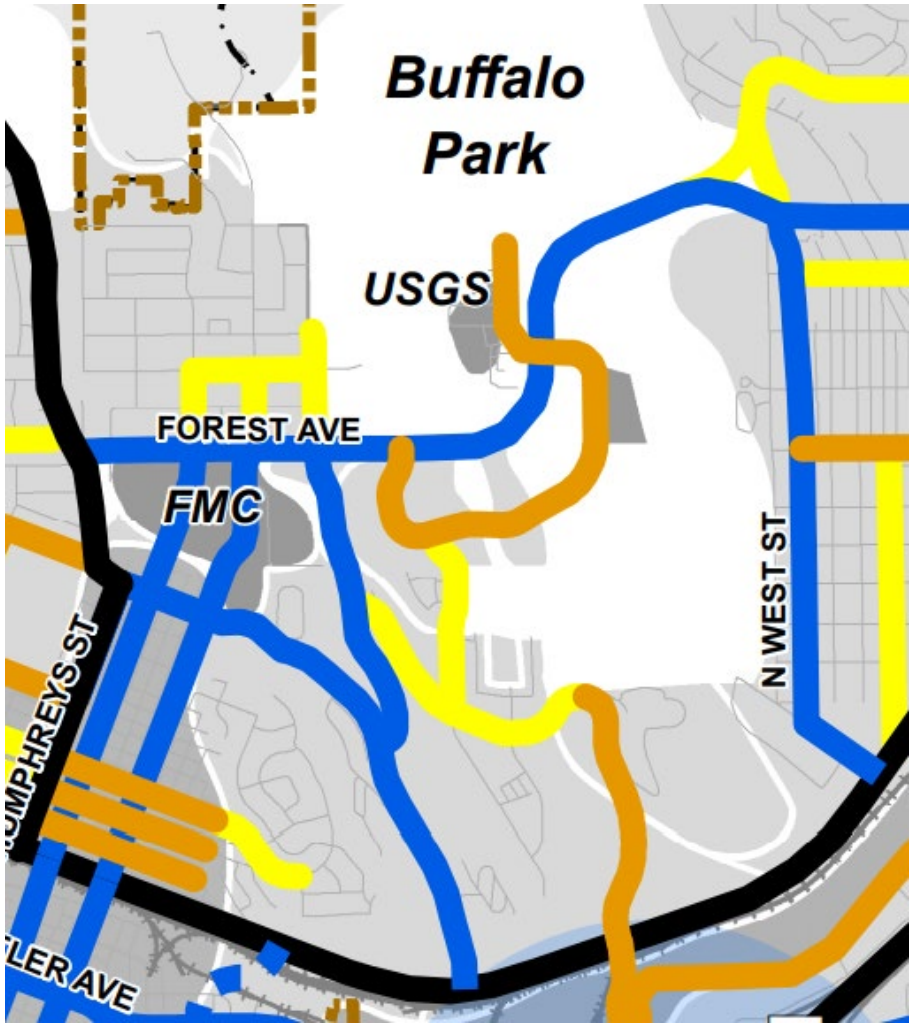
Finding for Approval #1: Flagstaff Regional Plan 2030

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Future Growth Illustration Map



Road Network Map



Finding for Approval #1

Regional Plan 2030 Goals and Policies that Support Rezoning

- Applicant narrative identifies 32 supporting Regional Plan Goals & Policies in the following categories:
  - Environmental Planning and Conservation (E&C)
  - Open Space (OS)
  - Community Character (CC)
  - Growth Areas and Land Uses (LU)
  - Economic Development (ED)
  - Neighborhoods, Housing, & Urban Conservation (NH)
  - Recreation (Rec)
  - Transportation (T)
  - Water Resources (WR)

Finding for Approval #1

Regional Plan 2030 Goals and Policies that do not Support Rezoning

- Applicant narrative identifies 8 Regional Plan Goals & Policies in the following categories that do not support rezoning:
  - Growth Areas and Land Uses (LU)
  - Economic Development (ED)
  - Transportation (T)
- Reduction in employment and housing areas, transportation options

Regional Plan Amendment in 2018 addressed many of these issues

2022 Regional Plan update will identify land for housing and business parks to offset reductions

Finding for Approval #1

McMillan Mesa Village Specific Plan

- Covers 5 of the rezoning parcels
- POS zoning will be consistent with Specific Plan for 3 of 5 parcels
  - Plan designates 1 parcel as a School or Park
  - Other 2 parcels are FUTS connectors that bisect areas zoned RD, MR, and CC—consistent with Specific Plan designations as Business Park and Suburban Commercial
- POS zoning will not be consistent with Specific Plan for 2 of 5 parcels
  - Plan designates 2 parcels as Business Park
  - Proposition 413 and Major Plan Amendment identify these parcels as Open Space
    - Already limited in future use and sale by Proposition 413

Zoning Map Amendment Findings

Finding #2

The proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff, and will add to the public good as described in the General Plan

Zoning Map Amendment Findings

Finding #2: Community Benefit

- Staff believes proposed project will not be detrimental to public interest, health, safety, convenience, or welfare, and will add to the public good, as discussed in project narrative
- The MMNA will:
  - Protect a montane grassland (at-risk ecosystem in Flagstaff region)
  - Be City's second-largest park
  - Be managed by CoF Open Space program
  - Preserve views along Forest/Cedar Avenue
  - Provide neighborhoods with access to exercise opportunities and the outdoors
  - Provide opportunities for outdoor education for local schools
  - Provide multimodal transportation options via existing FUTS

Zoning Map Amendment Findings

Finding #3

The site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located

Zoning Map Amendment Findings

Finding #3: Adequacy of Site

- The Inter-Division Staff reviewed the application and concluded the site was suitable for open space and passive recreation
- The IDS team based its conclusion on the review of all applicable codes and requirements

Staff Recommendation

Staff and P&Z believe the proposed Concept Zoning Map Amendment is in substantial conformance with the required findings

- Staff and the Planning & Zoning Commission recommend, in accordance with the required findings, the City Council **approve the Concept Zoning Map Amendment** to amend the Zoning Map for 299.68 acres from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones to the Public Open Space (POS) zone, **with the following condition**:

    1. A Resource Protection Overlay (RPO) shall be applied to all areas contained in this rezoning request

Questions or Comments?

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 299.68 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 1900 NORTH GEMINI DRIVE, APN 101-37-002J, 107-01-001F, 107-01-001G, 101-37-001E, 101-37-002H, 101-28-007E, 107-01-001B, AND 101-28-007C, AND A PORTION OF APN 110-08-001G AND 109-02-001S, FROM THE RURAL RESIDENTIAL (RR), PUBLIC FACILITY (PF), AND RESEARCH AND DEVELOPMENT (RD) ZONES WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE PUBLIC OPEN SPACE (POS) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO), PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("the Applicant"), has applied for a Concept Zoning Map Amendment to rezone approximately 299.68 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the Public Open Space (POS) zone with a Resource Protection Overlay (RPO) for the purpose of being managed as Legally-Designated Open Space by the City of Flagstaff Open Space Program; and

WHEREAS, the Applicant conducted neighborhood meetings on December 14, 2020 and January 13, 2021 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Concept Zoning Map Amendment application, following proper notice and a hearing on January 12, 2022, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with a certain condition set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Council has considered the condition recommended by the Planning and Zoning Commission and has found it to be appropriate for the Property; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Concept Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones to the Public Open Space (POS) zone as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following condition:

CONDITION:

1. A Resource Protection Overlay (RPO) shall be applied to all areas contained in this rezoning request.

SECTION 7. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 8. 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 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of March, 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Legal Description

EXHIBIT 'A'

LEGAL DESCRIPTION

PARCEL NO. 1: (Assessors Parcel No: 101-37-002J)

The following is a legal description of a parcel of land lying within Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at a found 3 inch brass cap "USDI, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15, 1981" at the northeast corner of Section 15, as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated June 28, 2006 and sealed by Michael J. Stark, RLS 30364 (here in referred to as R1), from which a found 1 1/2 inch aluminum cap "N.E.S. Township 21 North, Range 7 East, N 1/16, S15, S14, RLS 14671, 1999" on the east line of said Section bears South 01 degrees 25 minutes 10 seconds East, a distance of 1360.45 feet (measured and basis of bearing for this description) South 01 degrees 25 minutes 46 seconds East, a distance of 1360.30 feet R1);

THENCE along said Section line South 01 degrees 24 minutes 27 seconds East, a distance of 578.90 feet (South 01 degrees 25 minutes 46 seconds East, a distance of 578.85 feet R1) South 01 degrees 27 minutes 21 seconds East, a distance of 578.84 feet as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R2) to a found 1/2 inch rebar and aluminum cap "N.E.S. RLS 14671" on the north Right of Way line of Gemini Drive;

THENCE continuing along said Section line South 01 degrees 26 minutes 12 seconds East, a distance of 144.31 feet (South 01 degrees 25 minutes 46 seconds East, a distance of 144.32 feet R1) (South 01 degrees 27 minutes 21 seconds East, a distance of 144.32 feet R2), South 01 degrees 22 minutes 18 seconds East, a distance of 144.34 feet as described in a deed recorded at Docket 1531, Page 90, official records of Coconino County (herein referred to as R3) to a found 1/2 inch rebar on the south Right of Way line of Gemini Drive and the TRUE POINT OF BEGINNING;

THENCE leaving said section line South 58 degrees 38 minutes 40 seconds West, along said Right of Way line, a distance of 64.50 feet (South 58 degrees 33 minutes 30 seconds West, a distance of 64.59 feet R1) (South 58 degrees 33 minutes 49 seconds West, a distance of 64.57 feet R2) (South 58 degrees 37 minutes 42 seconds West R3) to a found 1/2 inch rebar;

THENCE leaving said Right of Way line South 31 degrees 24 minutes 47 seconds East, a distance of 111.94 feet (South 31 degrees 25 minutes 05 seconds East, a distance of 111.90 feet R1) (South 31 degrees 26 minutes 39 seconds East, a distance of 111.90 feet R2) to a found 1/2 inch rebar and aluminum cap "N.E.S. RLS 14671" on said Section line from which a found

1/2 inch rebar and aluminum cap “N.E.S. RLS 14671" bears South 31 degrees 21 minutes 01 seconds East a distance of 107.99 feet (South 31 degrees 22 minutes 55 seconds East, a distance of 108.06 feet R1);

THENCE along said Section Line North 01 degrees 27 minutes 00 seconds West, a distance of 129.14 feet (North 01 degrees 25 minutes 46 seconds West, a distance of 129.20 feet R1) (North 01 degrees 27 minutes 12 seconds West, a distance of 129.19 feet R2) to the TRUE POINT OF BEGINNING.

Containing 3,610 square feet, or 0.08 acres, more or less.

PARCEL NO. 2: (Assessors Parcel No: 107-01-001F)

The following is a legal description of a parcel of land lying within Section 14, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Beginning at a found 3 inch brass cap “USDI, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15, 1981" at the northeast corner of Section 15, as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated June 28, 2006 and sealed by Michael J. Stark, RLS 30364 (here in referred to as R1), from which a found 1 1/2 inch aluminum cap “N.E.S. Township 21 North, Range 7 East, N 1/16, S15, S14, RLS 14671, 1999" on the east line of said Section bears South 01 degrees 25 minutes 10 seconds East, a distance of 1360.45 feet (measured and basis of bearing for this description) South 01 degrees 25 minutes 46 seconds East, a distance of 1360.30 feet R1)

THENCE along said Section line South 01 degrees 24 minutes 27 seconds East, a distance of 578.90 feet (South 01 degrees 25 minutes 46 seconds East, a distance of 578.85 feet R1) South 01 degrees 27 minutes 21 seconds East, a distance of 578.84 feet as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R2) to a found 1/2 inch rebar and aluminum cap “N.E.S. RLS 14671" on the north Right of Way line of Gemini Drive;

THENCE continuing along said Section line South 01 degrees 26 minutes 12 seconds East, a distance of 144.31 feet (South 01 degrees 25 minutes 46 seconds East, a distance of 144.32 feet R1) (South 01 degrees 27 minutes 21 seconds East, a distance of 144.32 feet R2), South 01 degrees 22 minutes 18 seconds East, a distance of 144.34 feet as described in a deed recorded at Docket 1531, Page 90, official records of Coconino County, to a found 1/2 inch rebar on the south Right of Way line of Gemini Drive and the TRUE POINT OF BEGINNING;

THENCE continuing along said Section line South 01 degrees 27 minutes 00 seconds East, a distance of 129.14 feet (South 01 degrees 25 minutes 46 seconds East, a distance of 129.20 feet R1) (South 01 degrees 27 minutes 12 seconds East, a distance of 129.19 feet R2) to a found 1/2 inch rebar and aluminum cap “N.E.S. RLS 14671";

THENCE leaving said Section line South 31 seconds 21 minutes 01 seconds East, a distance of 107.99 feet (South 31 degrees 22 minutes 55 seconds East, a distance of 108.06 feet R1) to a found 1/2 inch rebar and aluminum cap “N.E.S. RLS 14671";

THENCE North 58 seconds 35 minutes 32 seconds East, a distance of 400.02 feet (North 58 degrees 35 minutes 07 seconds East, a distance of 400.01 feet R1) to a found 1/2 inch rebar and aluminum cap “N.E.S. RLS 14671";

THENCE North 31 degrees 26 minutes 04 seconds West, a distance 220.57 feet (North 31 degrees 26 minutes 04 seconds West, a distance of 220.57 feet R1) to a found 1/2 inch rebar and aluminum cap N.E.S. RLS 14671" on the south Right of "Way line of Gemini Drive and a point of cusp on a non-tangent curve concave to the northwest having a radius of 800.00 feet (R1), a central angle of 2 degrees 20 minutes 07 seconds (a central angle of 02 degrees 20 minutes 52 seconds R1) and being subtended by a chord which bears South 57 degrees 33 minute 05 seconds West 32.60 feet (South 57 degrees 36 minutes 00 seconds West 32.78 feet R1);

THENCE along said Right of Way southwesterly along said curve, a distance of 32.61 feet (32.78 feet R1) to a found 1/2 inch rebar and aluminum cap “N.E.S. RLS 14671';

THENCE continuing along said Right of Way South 58 degrees 34 minutes 27 seconds West, a distance of 302.72 feet (South 58 degrees 35 minutes 07 seconds West, a distance of 302.53 feet R1) to the TRUE POINT OF BEGINNING.

Containing 1.94 acres, more or less.

PARCEL NO. 3: (Assessors Parcel No: 107-01-001G)

The following is a legal description of a parcel of land lying within Section 14, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Being the TRUE POINT OF BEGINNING at a found 1 1/2 inch aluminum cap “N.E.S. Township 21 North, Range 7 East, N 1/16, S15, S14, RLS 14671, 1999” on the east line of said Section 15 performed by Northland Exploration Survey, Inc. dated June 28, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R1), from which a found 3 inch brass cap “USDI, 1981, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15” at the northeast corner of said Section bears North 01 degrees 25 minutes 10 seconds West a distance of 1360.45 feet (measured and basis of bearing for this description) North 01 degrees 25 minutes 46 seconds West, a distance of 1360.30 feet R1)

THENCE along said Section line North 01 degrees 25 minutes 57 seconds West, a distance of 108.05 feet (North 01 degrees 25 minutes 45 seconds West, a distance of 107.98 feet R1), North 01 degrees 27 minutes 21 seconds West, a distance of 108.06 feet as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration

Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R2) to a found 1/2 inch rebar from which a found1/2 inch rebar and aluminum cap “N.E.S., RLS 14671" on said Section line bears North 01 degrees 25 minutes 03 seconds West (North 01 degrees 25 minutes 45 seconds West R1) (North 01 degrees 27 minutes 21 seconds West R2) a distance of 400.06 feet;

THENCE leaving said Section line South 31 degrees 23 minutes 26 seconds East, a distance of 116.88 feet (South 31 degrees 23 minutes 07 seconds East, a distance of 116.76 feet R1) to a found 1/2 inch rebar and aluminum cap “N.E.S., RLS 14671";

THENCE South 58 degrees 41 minutes 07 seconds West, a distance of 67.24 feet (South 58 minutes 41 minutes 46 seconds West, a distance of 67.24 feet R1) to a found 1/2 inch rebar and aluminum cap “N.E.S., RLS 14671" on said Section line from which a found 1 inch iron pipe on said Section line bears South 01 degrees 24 minutes 48 seconds East, a distance of 782.47 feet;

THENCE along said Section line North 01 degrees 33 minutes 40 seconds West, a distance of 26.72 feet (North 01 degrees 24 minutes 48 seconds West, a distance of 26.67 feet R1) to the TRUE POINT OF BEGINNING.

Containing 3,933 square feet, or 0.09 acres, more or less.

PARCEL NO. 4: (Assessors Parcel No: 101-37-001E)

The following is a legal description of a parcel of land lying with in Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Beginning at a found 3 inch brass cap "USDI, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15, 1981" at the northeast corner of Section 15, as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated June 28, 2006 and sealed by Michael J. Stark, RLS 30364 (here in referred to as R1), from which a found 1 1/2 inch aluminum cap "N.E.S., Township 21 North, Range 7 East, N 1/16, S15, S14, RLS 14671, 1999" on the east line of said Section bears South 01 degrees 25 minutes 10 seconds East, a distance of 1360.45 feet (measured and basis of bearing for this description) South 01 degrees 25 minutes 46 seconds East, a distance of 1360.30 feet R1)

THENCE along the north line of said Section South 89 degrees 48 minutes 27 seconds West, a distance of 439.74 feet (South 89 degrees 47 minutes 56 seconds West, a distance of 439.49 feet R1) South 89 degrees 46 minutes 19 seconds West, a distance of 439.62 feet to a found 1/2 inch rebar and aluminum cap “N.E.S., RLS 14671" as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark RLS 30364, and South 89 degrees 50 minutes 12 seconds West, a distance of 439.62 feet as described in a deed recorded at Docket 1531, Page 90, official records of Coconino County (herein referred to as R2);

THENCE continuing along said Section line South 89 degrees 47 minutes 49 seconds West, a distance of 233.45 feet (South 89 degrees 50 minutes 12 seconds West R2), to a point of cusp of a non-tangent curve on the south Right of Way line of Forest Avenue;

THENCE leaving said Section line westerly along said Right of Way line, a distance of 133.94 feet along the non-tangent curve concave to the north, having a radius of 984.95 feet (985.00 feet R1, R2) a central angle of 7 degrees 47 minutes 30 seconds, and being subtended by a chord which bears South 78 degrees 41 minutes 37 seconds West, a distance of 133.84 feet and the TRUE POINT OF BEGINNING;

THENCE continuing along said Right of Way line westerly, a distance of 123.14 feet along the non-tangent curve concave to the north, having a radius of 984.95 feet (985.00 feet R1, R2) a central angle of 7 degrees 09 minutes 48 seconds and being subtended by a chord which bears South 86 degrees 10 minutes 16 seconds West, a distance of 123.06 feet to a found 1/2 inch rebar and aluminum cap “N.E.S., RLS 14671";

THENCE continuing along said Right-of-Way line South 89 degrees 39 minutes 11 seconds West, a distance of 46.76 feet to a found ½ inch rebar;

THENCE leaving said Right-of-Way line South 00 degrees 47 minutes 34 seconds West, a distance of 215.67 feet;

THENCE South 02 degrees 43 minutes 32 seconds East, a distance of 194.38 feet;

THENCE South 38 degrees 19 minutes 42 seconds East, a distance of 383.26 feet;

THENCE South 17 degrees 56 minutes 31 seconds East, a distance of 75.32 feet to a point on the north Right of Way line of Gemini Drive;

THENCE along said Right of Way line South 87 degrees 25 minutes 02 seconds East, a distance of 95.94 feet;

THENCE leaving said Right of Way line North 02 degrees 28 minutes 04 seconds West, a distance of 266.44 feet;

THENCE North 14 degrees 03 minutes 56 seconds West, a distance of 276.47 feet;

THENCE North 23 degrees 46 minutes 24 seconds West, a distance of 284.73 feet to the POINT OF BEGINNING.

Containing 4.16 acres, more or less.

PARCEL NO. 5: (Assessors Parcel No: 101-37-002H)

The following is a legal description of a parcel of land lying with in Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Beginning at a found 1 1/2 inch aluminum cap "N.E.S. Township 21 North, BLM, N1/16, S15, S14, RLS 14671, 1999" on the east line of said Section 15 as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey Inc. dated June 28 2006 and sealed by Michael J. Stark RLS 30364 (herein referred to as R1) from which a 3 inch brass cap "USDI, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15, 1981" at the northeast corner of said Section bears North 01 degrees 25 minutes 10 seconds West a distance of 1360.45 feet (measured and basis of bearing for this description) (North 01 degrees 25 minutes 46 seconds West a distance of 1360.30 feet R1);

THENCE along the south line of the north half of the northeast quarter of said Section, North 89 degrees 52 minutes 14 seconds West, a distance of 449.33 feet (North 89 degrees 50 minutes 56 seconds West R1), North 89 degrees 53 minutes 56 seconds West, as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R2) to the TRUE POINT OF BEGINNING;

THENCE continuing along said Section line North 89 degrees 52 minutes 14 seconds West (North 89 degrees 50 minutes 56 seconds West R1) (North 89 degrees 53 minutes 56 seconds West R2), a distance of 60.41 feet to a found 3 inch brass cap USDI BLM Lot 3 Lot 1 S15

THENCE continuing along said Section line North 89 degrees 49 minutes 12 seconds West (North 89 degrees 53 minutes 56 seconds West R2), a distance of 66.28 feet;

THENCE leaving said Section line North 17 degrees 51 minutes 09 seconds West, a distance of 487.20 feet to a point on the south Right of Way line of Gemini Drive;

THENCE along said Right of Way line South 87 degrees 25 minutes 02 seconds East, a distance of 106.68 feet;

THENCE leaving said Right of Way line South 17 degrees 51 minutes 09 seconds East, a distance of 169.89 feet;

THENCE South 21 degrees 31 minutes 46 seconds East, a distance of 319.89 feet to the TRUE POINT OF BEGINNING.

Containing 1.19 acres, more or less.

PARCEL NO. 6: (Assessors Parcel No: 101-28-007E)

The following is a legal description of a parcel of land lying with in Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Beginning at a found 1 1/2 inch aluminum cap “N.E.S., Township 21 North, Range 7 East, N1/16, S15, S14, RLS 14671, 1999” on the east line of said Section 15 as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated June 28, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R1), from which a found 3 inch brass cap “USDI, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15, 1981" at the northeast corner of said Section bears North 01 degrees 25 minutes 10 seconds West, a distance of 1360.45 feet (measured and basis of bearing for this description) (North 01 degrees 25 minutes 46 seconds West, a distance of 1360.30 feet R1);

THENCE along the south line of the north half of the northeast quarter of said Section North 89 degrees 52 minutes 14 seconds West, a distance of 509.74 feet (North 89 degrees 50 minutes 56 seconds West, a distance of 509.74 feet R1), North 89 degrees 53 minutes 56 seconds West, a distance of 509.74 feet as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R2) to a found 3 inch brass cap “USDI, BLM, Lot 3, Lot 1, S15, 1981";
THENCE continuing along said Section line North 89 degrees 49 minutes 12 seconds West, a distance of 495.53 feet (North 89 degrees 53 minutes 56 seconds West, a distance of 495.48 feet R2), to the TRUE POINT OF BEGINNING, from which a found 1/2 inch rebar and plastic cap “LS 18215" bears North 89 degrees 49 minutes 12 seconds West a distance of 844.35 feet (North 89 degrees 49 minutes 41 seconds West, a distance of 844.44 feet R1) (North 89 degrees 52 minutes 06 seconds West, a distance of 844.25 feet R2);

THENCE leaving said Section line South 01 degrees 23 minutes 37 seconds East (South 01 degrees 22 minutes 43 seconds East R1), a distance of 79.27 feet to a point on the proposed east Right of Way line of Pine Cliff Drive and a point of cusp on a non-tangent curve concave to the west having a radius of 322.00 feet and a central angle of 13 degrees 51 minutes 36 seconds and being a subtended by a chord which bears North 08 degrees 19 minutes 25 seconds West, 80.12 feet, from which a found 1/2 inch rebar bears South 01 degrees 23 minutes 37 seconds East, a distance of 247.80 feet;

THENCE along said Right of Way line northerly along said curve, a distance of 80.32 feet to a point of cusp on said Section line;

THENCE along said Section line South 89 degrees 49 minutes 12 seconds East, a distance of 9.67 feet to the TRUE POINT OF BEGINNING.

Containing 253 square feet, or 0.01 acres, more or less.

PARCEL NO. 7: (Assessors Parcel No: 107-01-001B)

That portion of the Northwest quarter of Section 14, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 14, and the TRUE POINT OF BEGINNING:

Thence South 0°38'59" East, 2625.30 feet to the Center quarter corner of said Section 14;

Thence South 87°55'33" West, 2618.50 feet to the West quarter corner of said Section 14;

Thence along the west line of said Section 14, North 1°22'17" West, 551.25 feet

Thence continuing along said west line, North 1°24'48" West, 782.47 feet to a point on the southerly line of the aforementioned PARCEL NO. 3 (Assessors Parcel No: 107-01-001G);

Thence along said southerly line, North 58°41'07" East, 67.24 feet to the southeast corner thereof;

Thence along the northeasterly line of said PARCEL NO. 3, North 31°23'26" West, 116.88 feet to a point on the west line of said Section 14;

Thence along said west line, North 1°25'03" West, 400.06 feet to a point on the southwesterly line of the aforementioned PARCEL NO. 2 (Assessors Parcel No: 107-01-001F);

Thence along said southwesterly line, South 31°21'01" East, 107.99 feet to the southwest corner thereof;

Thence along the southeasterly line of said PARCEL NO. 2, North 58°35'32" East, 400.02 feet to the southeast corner thereof;

Thence along the northeasterly line of said PARCEL NO. 2, North 31°26'04" West, 220.57 feet to a point on the southerly Right-of-Way line of Gemini Drive, said point being the beginning of a non-tangent curve concave to the northwest, having a radius of 800.04 feet and being subtended by a chord which bears North 32°20'57" East, 648.22 feet;

Thence along said Right-of-Way line, and northeasterly along said curve, 667.40 feet through a central angle of 47°47'47" to a point on the north line of said Section 14;

Thence along said north line, South 89°59'47" East, 2003.43 feet to the TRUE POINT OF BEGINNING.

Containing 152.52 acres, more or less.

PARCEL NO. 8: (Assessors Parcel No: 101-28-007C)

That portion of that parcel of land situated in the East half of Section 15, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona,

being a portion of that parcel of land described in Docket 1220, Page 530, (R1), records of Coconino County, Arizona and being more particularly described as follows:

BEGINNING at the Northeast corner of said (R1), said point being the Northeast corner of the South half of the Northeast quarter of said Section 15;

THENCE along the east line of said Section 15, South 1°33'40" East, 26.72;

THENCE continuing along said east line, South 1°24'48" East, 782.47 feet to the northeast corner of Tract 11, SWITZER MESA UNIT 2 as shown in Case 2, Maps 344-344D (R2), records of Coconino County, Arizona;

THENCE continuing along said east line, South 1°22'17" East, 551.25 feet to the east quarter corner of said Section 15;

THENCE continuing along said east line, South 1°22'17" East, 243.47 feet to the southeast corner of said Tract 11;

Thence South 89°59'53" West, 50.01 feet to the southwest corner of said Tract 11;

Thence North 1°22'17" West, 794.72 feet to the northwest corner of said Tract 11;

THENCE South 89°59'53" West, 291.00 feet to the northwest corner of Lot 33, SWITZER MESA UNIT 3 as shown in Case 3, Maps 111-111A (R3), records of Coconino County, Arizona;

THENCE along the north line of (R3) North 77°00'32" West, 373.54 feet to the northwest corner of Tract "C" of (R3);

THENCE continuing along the north line of (R3), South 88°36'40" West, 100.00 feet to the northwest corner of Lot 15 of (R3);

THENCE continuing along the north line of (R3), South 73°34'21" West, 58.18 feet to the northeast corner of Tract "A" of (R3);

THENCE along the north line of said Tract "A" of (R3) South 88°44'02" West, 106.08 feet to the northeast corner of said Lot 48;

THENCE along the north line of said Lot 48, South 88°41'43" West, 109.98 feet to the southwest corner of said parcel;

THENCE leaving said north line, North 0°18'34" West, 10.19 feet to the beginning of a curve to the right, concave to the east, having a radius of 562.50 feet and a central angle of 15°18'08";

THENCE northeasterly along said curve, and along the westerly line of said parcel, a distance of 150.23 feet;

THENCE continuing along said westerly line, North 13°54'32" East, 99.95 feet to the beginning of a curve to the left, concave to the west, having a radius of 637.50 feet and a central angle of 15°15’40”;

THENCE northerly along said curve, and along said westerly line, a distance of 169.80 feet;

THENCE continuing along said westerly line, North 1°23'37" West, 327.20 feet to the northwest corner of said parcel;

THENCE along the north line of said parcel, South 89°49'12" East, 495.53 feet;

THENCE continuing along said north line, South 89°52'14" East, 509.74 feet to the TRUE POINT OF BEGINNING.

Containing 19.10 acres, more or less.

PARCEL NO. 9 (A Portion of Assessor’s Parcel No: 110-08-001G)

That portion of the Southeast quarter of Section 10, Township 21 North, Range 7 East , of the Gila and Salt River Base and Meridian, Coconino County , Arizona, described as follows:

Commencing a point on the Southerly right of way line of Old Cedar Avenue shown on the Right-of-Way Map, recorded in Book 2 of Maps, Page 55, Official Records of Coconino County (herein referred to as R3), said point being in common with the easterly Right-of-Way line of Turquoise Drive as described in City of Flagstaff Ordinance No. 581, and the TRUE POINT OF BEGINNING;

THENCE along said easterly Right-of-Way line of Turquoise Drive, South 00°22'50" West, 809.50 feet;

THENCE leaving said easterly Right-of-Way line, South 45°15'55" East, 33.81 feet to a point on the northerly Right-of-Way line of East Forest Avenue;

THENCE continuing along said Right-of-Way line, North 89°50'12" East, 76.21 feet;

THENCE continuing along said Right-of-Way line, North 00°09'48" West, 5.00 feet;

THENCE continuing along said Right-of-Way line, North 89°50'12" East, 42.17 feet;

THENCE continuing along said Right-of-Way line, South 88°03'49" East, 45.93 feet;

THENCE continuing along said Right-of-Way line, South 78°46'58" East,16.81 feet;

THENCE continuing along said Right-of-Way line, North 89°50'12" East, 1434.30 feet to the beginning of a tangent curve concave to the northwest, having a radius of 865.00 feet and a central angle of 55°06'03";

THENCE continuing along said Right-of-Way line, and northeasterly along said curve, 831.86 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 965.00 feet and a central angle of 82°03'59" and being subtended by a chord which bears North 42°07'10" West 1267.04 feet;

THENCE leaving said Right-of-Way line, and northwesterly along said curve, 1382.20 feet;

THENCE South 68°13'56" West,50.90 feet;

THENCE North 00°58'30" West, 340.30 feet;

THENCE North 00°24'38" West, 63.90 feet;

THENCE North 06°46'55" East, 294.46 feet;

THENCE South 48°29'42" West, 2.39 feet;

THENCE North 01°12'24" East, 55.99 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 966.00 feet and a central angle of 17°53'05" and being subtended by a chord which bears South 38°44'29" West 300.31 feet, said point being in common with the southerly Right-of-Way line of Old Cedar Avenue as shown on R3;

THENCE along said Right-of-Way line, and southwesterly along said curve, 301.53 feet;

THENCE continuing along said Right-of-Way line, South 27°59'00" West, 499.49 feet to the beginning of a tangent curve concave to the northwest having a radius of 966.00 feet and a central angle of 65°20'53";

THENCE continuing along said Right-of-Way line, and southwesterly along said curve, 1101.76 feet;

THENCE continuing along said Right-of-Way line, South 89°44'00" West, 157.86 feet to the TRUE POINT OF BEGINNING.

Containing 50.16 acres, more or less.

PARCEL NO. 10: (A portion of Assessor's Parcel No: 109-02-001S)

That portion of the Southwest quarter of Section 11, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

Commencing the Southwest corner of Section 11, from which the South quarter corner of said Section 11 bears South 89°59’47” East, 2653.94 feet;

THENCE along the south line of said Section 11, South 89°59’47” East, 650.51 feet to the beginning of a non-tangent curve concave to the west, having a radius of 800.04 feet and a central angle of 2°09'59" and being subtended by a chord bearing North 7°08’29” East, 30.23 feet, said point being in common with the easterly Right-of-Way line of North Gemini Drive, and the TRUE POINT OF BEGINNING;

THENCE along said Right-of-Way line, and northerly along said curve, 30.25 feet to the southwest corner of that parcel of land as described in Instrument Number 3773981, Official Records of Coconino County;

THENCE leaving said Right-of-Way line, and along the south line of said parcel, South 89°59'47" East, 585.88 feet to the southeast corner of said parcel;

THENCE along the easterly line of said parcel, North 14°29'46" West, 331.22 feet;

THENCE continuing along said easterly line, North 13°18'11" West, 564.50 feet to the northeast corner of said parcel;

THENCE along the northerly line of said parcel, North 74°43'21" West, 453.31 feet to the northwest corner of said parcel, and the beginning of a non-tangent curve concave to the southwest, having a radius of 349.69 feet and a central angle of 53°27'18" and being subtended by a chord bearing North 62°06’28” West, 314.55 feet, said point being in common with the easterly Right-of-Way line of North Gemini Drive;

THENCE along said Right-of-Way line, and northwesterly along said curve, 326.25 feet;

THENCE continuing along said Right-of-Way line, North 77°58'22" West, 117.06 feet;

THENCE continuing along said Right-of-Way line, South 89°38'00" West, 115.00 feet;

THENCE continuing along said Right-of-Way line, North 44°58'11" West, 41.54 feet to a point on the easterly Right-of-Way line of East Cedar Avenue;

THENCE along said Right-of-Way line, North 00°19'10" West, 411.60 feet to the beginning of a tangent curve concave to the southeast having a radius of 865.00 feet and a central angle of 68°10'22";

THENCE continuing along said Right-of-Way line, and northeasterly along said curve, 1029.21 feet;

THENCE continuing along said Right-of-Way line, North 67°51'09" East, 768.49 feet;

THENCE leaving said Right-of-Way line, South 00°00'00" West, 73.26 feet to the northwest corner of that parcel of land as described in Docket 1279, Page 109, Official Records of Coconino County (Coconino High School Parcel);

THENCE along the west line of said parcel, South 00°32'40" East, 1327.47 feet to the southwest corner thereof;

THENCE along the south line of said parcel, North 89°53'21" East, 891.44 feet to the northwest corner of that parcel of land as described in Docket 1668, Page 235, Official Records of Coconino County;

THENCE along the west line of said parcel, South 00°46'14" East, 447.06 feet to the southwest corner thereof, said point being in common with the north line of that parcel of land as described in Instrument Number 3786764, Official Records of Coconino County;

THENCE along the north line of said parcel, South 89°13'36" West, 59.63 feet to the northwest corner thereof;

THENCE South 00°46'24" East, 762.00 feet to the southwest corner of that parcel of land as described in Instrument Number 3725628, Official Records of Coconino County;

THENCE along the south line of said parcel, North 89°13'36" East, 430.00 feet to the southeast corner thereof, said point being in common with the west Right-of-Way line of North Izabel Street;

THENCE along said Right-of-Way line, South 00°00'13" West, 124.17 feet to a point on the south line of said Section 11;

THENCE along said south line, North 89°59'47" West, 1941.74 feet to the TRUE POINT OF BEGINNING.

EXCEPT that portion of the Southeast quarter of the Southwest quarter of Section 11, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING for reference at the found 1962 City of Flagstaff South quarter corner of said Section 11;

THENCE North 0° 46’ 24” West (Basis of Bearing from City of Flagstaff Izabel Street Widening and Extension – Case 1 of Maps, Map 149, records of Coconino County, Arizona) along the North-South mid-section line of said Section 11, which is also the East line of Izabel Street as shown on said Izabel Street Widening and Extension Plans, 125.00 feet;

THENCE South 89° 13’ 36” West, at a right angle to the previous course, 60.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 89° 13’ 36” West, 430.00 feet;

THENCE North 0° 46’ 24” West, at a right angle to the previous course, 762.00 feet;

THENCE North 89° 13’ 36” East, at a right angle to the previous course, 430.00 feet;

THENCE South 0° 46’ 24” East, at a right angle to the previous course, 762.00 feet to the TRUE POINT OF BEGINNING;

Containing 70.43 acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

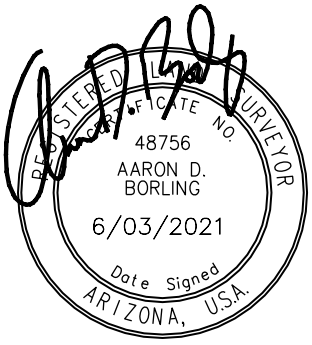
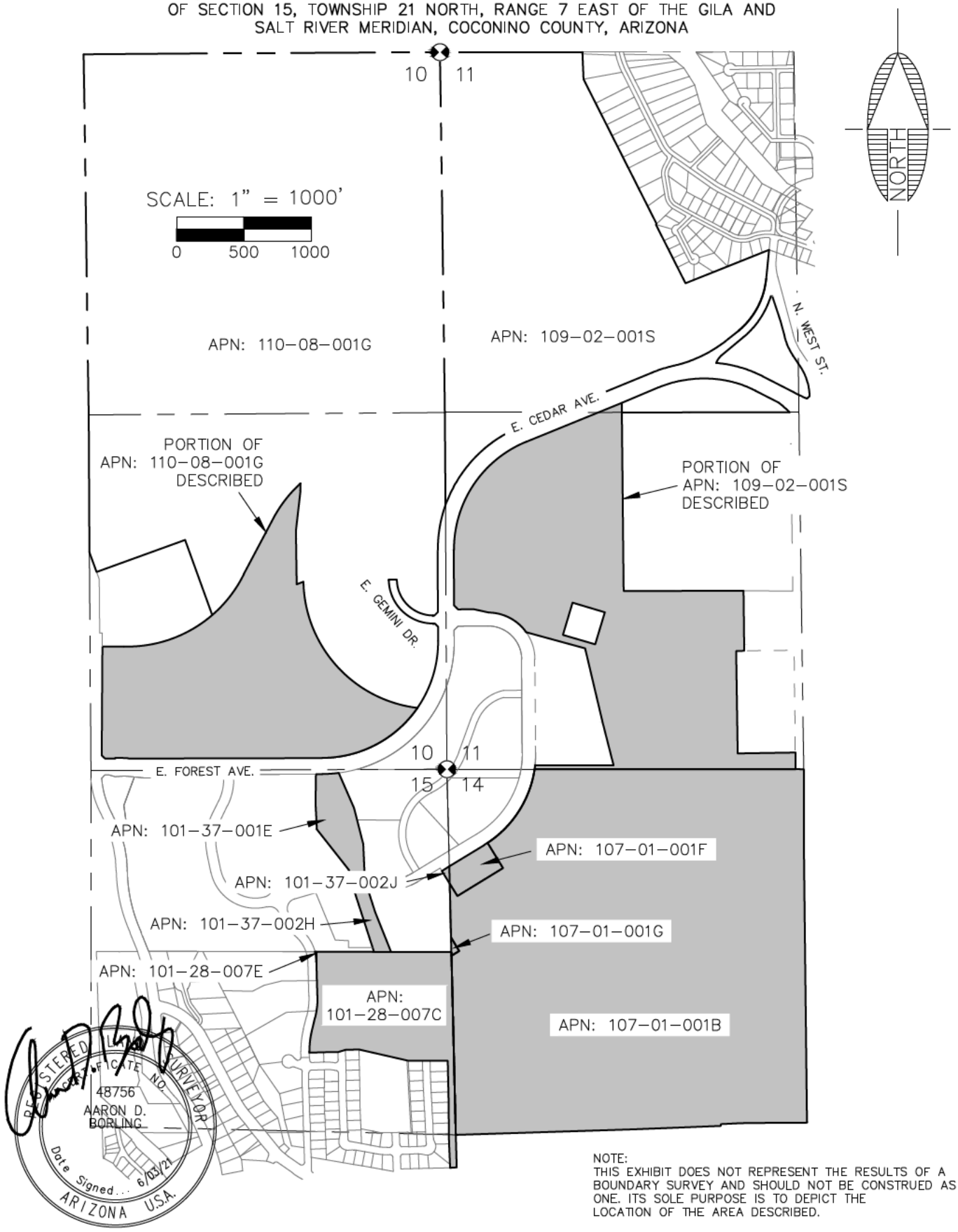


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, THE SOUTHWEST QUARTER OF SECTION 11, THE NORTHWEST QUARTER OF SECTION 14, AND THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed... 6/03/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

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

JOB NO.	21023
DATE	JUN 21
SCALE	1"=1000'
DRAWN	ADB
DESIGN	
CHECKED	ADB

COF OPEN SPACE — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 15 OF 15

PLOTTED: Jun 03, 2021-3:43pm
FILE: P:\2021\21023\COF OPEN SPACE\SURVEY\LEGAL DESCRIPTIONS\EXHIBITB.DWG ABORLING

PLANNING AND DEVELOPMENT SERVICES REPORT

Concept Zoning Map Amendment: McMillan Mesa Natura Area

PUBLIC HEARING
PZ-20-00063

DATE: December 21, 2021
MEETING DATE: January 12, 2021
REPORT BY: Genevieve Pearthree

REQUEST:
A request by the City of Flagstaff for a Concept Zoning Map Amendment of approximately 299.68 acres, distributed across 10 parcels generally located at 1900 North Gemini Drive, from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones to the Public Open Space (POS) zone. A Resource Protection Overlay (RPO) will be applied to the area covered in this rezoning request.

STAFF RECOMMENDATION:
Staff recommends the Planning & Zoning Commission, in accordance with the findings presented in this report, forward the Concept Zoning Map Amendment to the City Council with a recommendation to approve an amendment to the Zoning Map for 299.68 acres from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones to the Public Open Space (POS) zone, with the following condition:

1. A Resource Protection Overlay (RPO) shall be applied to all areas contained in this rezoning request.

PRESENT LAND USE:
This Zoning Map Amendment includes undeveloped land distributed across 10 parcels. The Flagstaff Urban Trails (FUTS) network has several multimodal paths that cross the area. There is also existing utility infrastructure in the area.

PROPOSED LAND USE:
The parcels will be rezoned as Public Open Space (POS) and will be managed by the City of Flagstaff Open Space Program as the McMillan Mesa Natura Area (MMNA). The POS zone only allows two uses: Open Spaces and Passive Recreation.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Buffalo Park (POS Zone); USGS Industrial Park, NACET Incubator (PF Zone); Veteran's Home (Rural Residential [RR] Zone); Basis Flagstaff and several medical facilities (RD Zone);
East: Sunnyside Neighborhood (High Density Residential [HR], Medium Density Residential [MR], and Community Commercial [CC] zones);
South: Single family and multifamily homes along Arrowhead Avenue (HR and MR zones); San Francisco De Asis Catholic Church (MR and RR zones);
West: Single family and multifamily housing (HR, MR, and Single Family Residential [R1] zones); Jay Lively Activity Center (PF zone); BASIS Flagstaff School (RD zone).

REQUIRED FINDINGS:
The Commission shall find that the Concept Zoning Map Amendment meets the three findings for approval per City Code Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map.

I. Project Introduction

A. Background

The City of Flagstaff Open Space Program requests a Concept Zoning Map Amendment to rezone approximately 298.66 acres of land from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones to

the Public Open Space (POS) zone. This Concept Zoning Map Amendment is the third step in a longer process to set aside City-owned land on McMillan Mesa as Designated Open Space.

The MMNA is comprised of 10 parcels located north and south of Forest Avenue. The area included in this rezoning request is currently undeveloped. These parcels are owned by the City of Flagstaff, but two of the ten parcels are only partially included in this rezoning request. The portion of APN 110-08-001G not being rezoned contains Buffalo Park, the US Geological Survey campus, and the Northern Arizona Center for Emerging Technology (NACET) Incubator; the portion of APN 109-02-001S not being rezoned contains Buffalo Park and the triangle of land between Cedar Avenue, West Street, and Linda Vista Drive.

On November 8, 2016, approximately 86% of Flagstaff voters voted in favor of Proposition 413–Campaign for a Greater Buffalo Park. This proposition restricted the use of City of Flagstaff-owned Property on McMillan Mesa to public open space and passive recreation. City Council approved the results by Resolution Number 2016-38 on November 28, 2016. The area covered in Proposition 413 is known as the McMillan Mesa Natural Area (MMNA). Proposition 413 did not change the Regional Plan Land Use Designations of the MMNA, nor did it update the zoning.

The City Council initiated and approved the McMillan Mesa Natural Area Major Plan Amendment on October 16, 2018 (Resolution 2018-15). This resolution amended the Flagstaff Regional Plan 2030 by updating the Future Growth Illustration (Maps 21 and 22) and the Road Network Illustration (Map 25) to make the land use and road network designations consistent with the MMNA. Specifically, the Amendment: 1) changed the Regional Plan land use designations of the MMNA from Existing Suburban, Employment, Special District, Area in White (not assigned a future land use designation), Future Urban, and Future Suburban to Parks/Open Space; 2) Removed the Ponderosa Parkway Connection from the Road Network Illustration (this road would have bisected the MMNA); and 3) corrected some mapping errors in the Regional Plan.

The MMNA is also covered in two additional City documents: The City of Flagstaff Management Plan for Legally-Designated Open Space Properties, and the McMillan Mesa Village Specific Plan. The Management Plan includes detailed information on the MMNA, including natural and historic resources, public use of the area, and a priority action plan. City Council approved the most recent update to the Management Plan on July 7, 2020 (Resolution 2020-46). The McMillan Mesa Village Specific Plan was passed by City Council Ordinance 92-1779 on December 15, 1992 and shows the general land uses for portions of the MMNA south of Forest Avenue. Conformance with the Regional Plan and Specific Plan is discussed in the Zoning Map Amendment Findings section later in this document.

B. <u>Zoning Map Amendment Process</u>

An applicant requesting an amendment to the Zoning Map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed plans with all information required for Site Plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the City Council, then the applicant can proceed directly to construction plan and building permit review.

The Concept Zoning Map Amendment process allows the applicant to prepare a Concept Zoning Plan and pursue Site Plan approval after the City Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context maps, concept phasing, housing types if applicable and a proposed circulation map.

This Concept Zoning Map Amendment request proposes no new development currently. Thus, neither a Concept Plan nor a Site Plan are required to accompany this rezoning request.

C. <u>Zoning Map Amendment Request</u>

This Concept Zoning Map Amendment covers approximately 299.68 acres distributed across 10 parcels. The proposed changes in area to zones in the City of Flagstaff Zoning Map are as follows:

Changes in Land Use due to Proposed Zoning Map Amendment

Zoning	Acres Reduced	Acres Added
Public Facility (PF)	100.14	0
Rural Residential (RR)	192.07	0
Research and Development (RD)	7.45	0
Public Open Space (POS)	0	299.68

Two of the ten parcels are partially included in this rezoning request (APN 110-08-001G and APN 109-02-001S). Further, parcels 101-37-001E and 101-37-002H parcels (which serves as FUTS trail connectors) were not included in the original Proposition 413 area, but they were included in the Regional Plan Amendment. Parcels 101-28-007C, 110-08-001G, and 109-02-001S are partially designated with a Resource Protection Overlay (RPO). A summary of each of the parcels included in this rezoning request is provided below.

Summary of Parcels Included in the Zoning Map Amendment Request

	Parcel Number (APN)	Location/ Description	Area in ZMA Request	Total Parcel Area	Description of Area in Rezoning Request	Current Zoning	Has a Resource Protection Overlay (RPO)?
1	101-37-002J	Adjacent to the west side of parcel 107-01-001F	0.08 acres	0.08 acres	Entire parcel	RD: 0.08 acres	Yes
2	107-01-001F	Southeast of Gemini Drive	1.94 acres	1.94 acres	Entire parcel	RD: 1.94 acres	Yes
3	107-01-001G	Adjacent to the west side of parcel 107-01-001B	0.09 acres	0.09 acres	Entire parcel	RR: 0.09 acres	Yes
4	101-37-001E	1751 North Gemini Drive. This parcel is a Flagstaff Urban Trail System connector	4.16 acres	4.16 acres	Entire parcel	RD: 4.16 acres	Yes
5	101-37-002H	1750 North Gemini Drive. This parcel is a FUTS connector	1.19 acres	1.19 acres	Entire parcel	RD: 1.19 acres	Yes
6	101-28-007E	East of North Pine Cliff Drive and west of parcel 101-28-007C	0.01 acres	0.01 acres	Entire parcel	PF: 0.01 acres	Yes
7	107-01-001B	Southeast of Gemini Drive	152.52 acres	152.52 acres	Entire parcel	PF: 5.17 acres RR: 147.34 acres	Yes
8	101-28-007C	Parcel immediately north of the "Horseshoe Neighborhood"	19.10 acres	19.10 acres	Entire parcel	PF: 19.10 acres	Partial (the thin north-south portion does not have a RPO)
9	110-08-001G	North of Forest Avenue (portion	50.16 acres	298.81 acres	Area bounded by the USGS facility,	PF: 16.11 acres RR: 34.05 acres	Partial

		not being rezoned contains Buffalo Part, the USGS Campus, and the NACET Incubator			Switzer Canyon Trail, Forest Avenue, and North Turquoise Drive		(Buffalo Park, USGS, and NACET do not have a RPO)
10	109-02-001S	North and South of Forest Avenue (portion not being rezoned contains Buffalo Park and the triangle of land between Cedar Avenue, West Street, and Linda Vista Drive)	70.43 acres	181.80 acres	Southern portion of this parcel (area bounded by Forest Avenue, Coconino High School, the "cinder pit", and the APS powerline)	PF: 59.75 acres RR: 10.68 acres	Partial (most of the area north of Cedar does not have a RPO)

II. Application Review

On October 11, 2021, the Inter-Division Staff (IDS) accepted the Concept Zoning Map Amendment for the McMillan Mesa Natural Area with conditions. A copy of the application is attached to this report. There is no Concept Plan or Site Plan associated with this application because no new development is currently proposed.

A. Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, approximately 299.68 acres will be zoned Public Open Space (POS) with a Resource Protection Overlay (RPO) from the current zoning designations of RR (Rural Residential), PF (Public Facility), and RD (Research and Development) with a RPO.

i. Relevant Development Standards

Per Table 10-40.30.060.B., the POS zone only permits two uses: Open Spaces and Passive Recreation.

ii. Resource Protection

Seven of the 10 parcels in this rezoning request have a Resource Protection Overlay (RPO) across the entire parcel. Three of the parcels have a RPO applied to part of the parcel (the areas of these parcels with the RPO closely match the areas included in this rezoning request, although they are not an exact match). The POS zone requires protection of 30% of the trees, 60% of the slopes with a grade of 17-24.99%, 80% of the slopes with a grade of 25-34.99%, and 100% of slopes with a 35% or greater grade. APN 109-02-001S and APN 110-08-001G contain Urban Floodplains (the West Street Wash on APN 109-02-001S and the Switzer Canyon Wash on 110-08-001G). The Zoning Code allows Urban Floodplains to be disturbed pending approval from the City of Flagstaff Stormwater Section, unless these floodplains have characteristics conducive to water quality, wildlife habitat, and stream ecology.

iv. Pedestrian and Bicycle Circulation Systems

Existing multimodal FUTS trails traverse the site. There is also a FUTS along Forest Avenue/Cedar Avenue, which bisects the MMNA and is an important east-west transportation corridor.

B. Public Systems Impact Analysis

No impact analyses were required as part of this application because no new development is currently proposed.

III. Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director, who reviews the application and prepares a recommendation. The Planning Director's recommendation shall be transmitted to the Planning and

Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include an evaluation of the three findings for approval of Zoning Map Amendments, per Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map:

1. The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans;
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan; and
3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

The recommendation shall include an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans, the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code, and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

A. Finding #1

The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans.

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. Flagstaff Regional Plan 2030 Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

Staff has identified the MMNA as a Park/Open Space area type. The Public Open Space (POS) zone is consistent with this area type.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are located within the applicant's narrative. The narrative identifies 32 Regional Plan Goals and Policies that support the proposed rezoning, and eight Goals or Policies that do not support the rezoning. The following is a discussion of how the project generally meets or conflicts with goals and policies in the Regional Plan. A detailed Regional Plan conformance analysis is included as an attachment to this staff report.

Regional Plan 2030 Goals and Policies that Support the Rezoning

The Goals and Policies that support this rezoning request can be found in the following Regional Plan categories: Environmental Planning and Conservation (E&C), Open Space (OS), Community Character (CC), Growth Areas and Land Uses (LU), Economic Development (ED), Neighborhoods, Housing, & Urban Conservation (NH), Recreation (Rec), Transportation (T), Water Resources (WR). The applicant has summarized conformance as follows:

- **Open Spaces, Natural and Cultural Resources (E&C, OS, CC, LU):** These Goals and Policies are focused on the protection of natural resources, including dark skies, ecosystem health (protecting native plant and animal communities, conserving and restoring ecologically sensitive areas, controlling invasive species), and open spaces that act as greenways and wildlife corridors. This section also includes Goals and Policies to identify and protect historical, cultural, and archaeological resources. The MMNA will protect a montane grassland, which is an at-risk ecosystem type per the Regional Plan, and it will promote dark skies. Per the Legally Designated Open Space Management Plan, the MMNA will be regularly surveyed for invasive plants, and management strategies will be enacted accordingly. Finally, the MMNA will protect existing cultural and ecological resources.
- **Great Streets and Views (CC, LU, ED):** These Goals and Policies are focused on protecting, respecting, and enhancing views, gateway corridors, and public spaces. Map 12 of the Regional Plan shows Cedar Avenue as a Great Street that offers views of San Francisco Peaks, Dry Lake Hills, and McMillan Mesa. Designating the surrounding land as Public Open Space will preserve these views.
- **Nearby Neighborhoods and Schools (NH, CC):** These Goals and Policies are focused on stabilizing neighborhood identify, protecting cultural diversity, and completing sidewalks and FUTS connections for schools, community colleges, and university campuses. The MMNA will preserve open space adjacent to surrounding neighborhoods, and will provide safe non-motorized access through the open space between neighborhoods, community centers, and schools surrounding the MMNA.
- **Employment and Special District Area Types (LU, ED):** These Goals and Policies are focused on improving multimodal connectivity between existing and proposed employment centers and neighborhoods. It also focuses on leveraging regional assets, including the natural environment, to promote economic development. The MMNA is surrounded by, and interspersed with, important employment centers, including the USGS and NACET, as well as the surrounding neighborhoods of Switzer Ridge/Mesa, McMillan Mesa Village, and Sunnyside. The multimodal trails across the MMNA help connect these areas to each other, and may help increase marketability of the area.
- **Recreation (Rec.):** These Goals and Policies are focused on integrating active and passive recreation opportunities to promote a healthy community, promoting public and private partnerships to increase parks and recreation areas, and designing new/updating existing parks and recreational opportunities where feasible. The Buffalo Park/MMNA complex will provide the City's second-largest park/open space area. The size of the area and its continuity with Forest Service trails and resources will further enhance these combined properties' management and recreational opportunities.
- **Transportation (T):** These Goals and Policies are focused on providing multimodal transportation opportunities (walking and biking) that are safe, efficient, and consistent with conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment. There are eight existing trails that pass through the MMNA. Coconino High School and BASIS benefit from safe places for students to walk and bike.
- **Water Resources (WR):** These Goals and Policies are focused on maintaining a sustainable water budget and partnering with resource land managers and adjacent landowners to improve water yield and hydrologic processes. The MMNA is not expected to grow water demand or require additional water infrastructure capacity at this time because no new development is proposed.
- **Stormwater and Watershed Management, and Water Quality Goals and Policies (WR):** These Goals and Policies are focused on supporting a healthy watershed, identifying and mitigating downstream impacts

associated with new development, improving flood control, increasing groundwater recharge, improving water quality, and encouraging low-impact development strategies. The MMNA is not expected to generate any downstream impacts because no new development is proposed at this time. However, ample mitigation, treatment, and recharge opportunities already exist within its boundaries.

Regional Plan 2030 Goals and Policies that Do Not Support the Rezoning

Staff has identified eight Regional Plan Goals and Policies that do not support the rezoning. These conflicting goals and policies were presented to, and discussed by, the Planning and Zoning Commission and City Council as part of the Major Regional Plan Amendment in 2018 that changed the land use designation of the MMNA to Parks/Open Space. They are summarized here.

- **Economic Development (ED):** These Goals and Policies focus on protecting existing businesses and industrial land uses from encroachment, and promoting flexibility in land use and development options with the Urban Growth Boundary as identified in the Regional Plan. This rezoning request would change the zoning of 7.45 acres from Research and Development (RD) and 100.14 acres from Public Facility (PF) to Public Open Space (POS), thereby conflicting with the Regional Plan goals to promote infill and intensification near activity centers.
- **Growth Areas and Land Uses (LU):** These Goals and Policies focus on encouraging efficient use of infrastructure within the Urban Growth Boundary and fostering the intensification, expansion, and protection of existing industrial, warehousing, and distribution uses from encroachment where appropriate. The Public Open Space zoning designation would conflict with Regional Plan policies to protect employment and related uses from encroachment. However, the 2018 Regional Plan Major Plan Amendment already reduced the Regional Plan Employment/Special District and Housing land use area types in Maps 21 and 21: Future Growth Illustration. In the 2018 Staff Summary for the Resolution that approved this Amendment, Comprehensive Planning Staff indicated that the reduction in available land for housing and business park uses will need to be offset in another location as part of the next comprehensive update to the Regional Plan (to begin in 2022).
- **Transportation (T):** These Goals and Policies focus on creating efficient transportation networks to connect trade corridors and employment centers, protecting rights of way for future transportation corridors, and supporting economic vitality by improving intersection design for freight movements. The designation of the MMNA does not make forward progress on achieving these goals. However, the 2018 Regional Plan Major Plan Amendment already removed the Ponderosa Parkway extension to Gemini from Map 25 (Road Network Illustration). As discussed during the Amendment process, the elimination of the Ponderosa Parkway extension to Gemini was expected to reduce driving accessibility of the immediate area and could increase traffic on the 4th Street corridor. This change was expected to increase vehicle travel distances, cut through traffic in neighborhoods, and affect emergency response times.

iii. <u>McMillan Mesa Village Specific Plan</u>

This Plan covers parcels 101-37-002J, 107-01-001F, 101-37-002H, 101-28-007C, 101-37-001E—many of the parcels in the MMNA located south of Forest Avenue. The zoning designation of Public Open Space for these parcels will be consistent with the Plan: Tract J (101-28-007C) is shown as a School or Park, while parcels 101-28-007C and 101-37-001E are FUTS connectors that bisect areas zoned RD, MR, and CC, which are consistent with the Tracts D and E (Business Park), and Tract C (Suburban Commercial) shown in the Plan.

Tract G in the Plan (APN 101-37-002J and APN 107-01-001F) was originally contemplated to be a business park. However, the Proposition 413 identified it as open space, as did the Major Plan Amendment. At the time of the Amendment, Council elected not to amend the Plan to change the land use classification of Tract G from Business Park to Open Space because it is a City-owned parcel that had already been limited in its future use and/or sale by Proposition 413.

B. Finding #2

The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan.

To meet the findings for approval, the proposed amendment must be found to: 1) not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and 2) add to the public good as described in the General Plan. Staff believes that the proposed project will not be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believes that the proposed amendment will add to the public good, as discussed in the developer's project narrative, and summarized below.

- The MMNA will protect a montane grassland, which is an at-risk ecosystem in the Flagstaff region.
- The Buffalo Park/MMNA complex will be the City's second-largest park.
- The City of Flagstaff Open Space program will manage the MMNA, which will allow for opportunities to enact forest restoration projects in partnership with the City Fire Department.
- The MMNA will preserve views within its boundaries and along Forest/Cedar Avenue. These views are meaningful to the character of the Flagstaff community and are essential to maintaining tourism and promoting economic opportunities.
- The MMNA will provide numerous neighborhoods with access to exercise opportunities and the outdoors.
- The MMNA will provide opportunities for outdoor education, including biological studies, environmental investigations, and opportunities to visit the site to learn about land management and urban planning. The are several schools that border or are within walking distance of the MMNA: Coconino High School, BASIS Flagstaff Charter School, the Montessori Charter School of Flagstaff, Peak School, Killip Elementary School, and Pine Forest Charter School.
- The trail network across the MMNA provides multimodal transportation options for Flagstaff residents and visitors.

C. Finding #3

The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding, as indicated by the Inter-Division Staff (IDS) reviewed and acceptance of the Concept Zoning Map Amendment application in October 2021. Although no new development is proposed at this time, the applicant provided a summary of why the site is a suitable candidate to limit the land uses to Open Space and Passive Recreation.

- There is easy access to the MMNA for vehicles, buses, bikes, and pedestrians through Forest/Cedar Avenue, which bisects the MMNA from east to west. Mountain Line Route 2 has several bus stops on Forest Avenue and Cedar Avenue in the middle of and adjacent to the MMNA. FUTS trails allow for bicycle and pedestrian access from Ponderosa Parkway, Cedar Avenue, and Buffalo Park. FUTS trails also circulate recreational traffic through Natural Area and Buffalo Park. These trails provide recreation access to the Dry Lake Hills and Mt. Elden on the Coconino National Forest.
- The MMNA is an important habitat for wildlife and provides the community with wildlife viewing opportunities. The montane grassland habitat supports small mammals and small birds of prey, including the Mexican Spotted Owl and Northern Goshawks. It also provides habitat for mule deer and prairie dog colonies.
- The MMNA contains important biological and cultural resources, including steep slopes, rare plant species, important views, existing opportunities for passive recreation, several cultural and archeological

resources, and historic resources such as the Beale Wagon Road.

IV. Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-way.

The City of Flagstaff Open Space program held two virtual neighborhood meetings about the proposed Concept Zoning Map Amendment on December 14, 2020 and January 13, 2021. Per the meeting sign-in, approximately 38 individuals attended both meetings. A Public Participation Plan, attached, was prepared in response to the questions, comments and concerns presented. The meetings included a presentation from the Open Space Program, a question-and-answer session where questions/comments could be typed into the chat or spoken, and a set of ten Community Forum Questions about the McMillan Mesa Natural Area and if/how residents currently engage with the MMNA.

Nearly all attendees supported the rezoning of the MMNA to Public Open Space. Questions and comments focused on the process/next steps and the management of the MMNA (including concerns about invasive species, social trails, and unsheltered individuals).

Although not required by City Code, the Open Space Program also initiated a 60-day public comment period on the Flagstaff Community Forum to elicit feedback on the proposed rezoning. The comment period lasted from November 20, 2020 – February 2, 2021, and asked participants to provide feedback about the McMillan Mesa Natural Area and if/how residents currently engage with the MMNA (these are the same ten questions asked at the end of each neighborhood meeting). The Community Forum had 127 attendees and 73 responses. The Open Space Program also received one written comment and five verbal comments in response to the Community Forum questions.

Most respondents (84.7%) were in support of rezoning the MMNA to Public Open Space, while 8.3% stated that they did not support the proposed rezoning (the remaining respondents did not indicate support or opposition to the rezoning). Most respondents indicated in written feedback the need for the zoning change to meet the voters' intent for Proposition 413. Most preferred minimal or no developments or improvements to the MMNA, and keeping the MMNA natural. There were some concerns related to increased use and the deterioration of the Natural Area.

As of the writing of this report, staff has not received any additional comments on this rezoning case apart from responses received during Neighborhood Meetings and the Community Forum.

Attachments:

- Application
- Legal Ad
- Legal Description and Map
- Vicinity, Zoning, and Context Analysis Maps
- Project Narrative and Regional Plan Analysis
- Public Participation Plan

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 Concept Zoning Map Amendment	File Number
07/01/2019		PZ-20-00063

Project Name
McMillan Mesa Natural Area Zoning Map Amendment

Site Address	Parcel Number(s)	Subdivision& Lot Number	Site Acreage
McMillan Mesa Natural Area	107-01-001B, 101-28-007C, 110-08-001G, 109-02-001S, 107-01-001F, 10	n/a	299.68

Existing Zoning District	Proposed Zoning District	Existing Regional Plan Area and Place Type
Public Facilities & Rural Residential	Public Open Space	Public Open Space

Existing Use	Proposed Use
Open Space - Passive Recreation	Open Space - Passive Recreation

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?

Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase)
Small scale

Property Owner(s)		Phone
City of Flagstaff		928.213.2000
Mailing Address	**City, State, Zip**	**E-mail**
211 W. Aspen Ave	Flagstaff, AZ 86001	ask@flagstaffaz.gov
Applicant(s)		**Phone**
COF Open Space Program		928.213.2154
Mailing Address	**City, State, Zip**	**E-mail**
211 W. Aspen Ave	Flagstaff, AZ 86001	robert.wallace@flagstaffaz.gov
Project Representative(s)		**Phone**
Robert Wallace, Open Space Specialist		928.213.2154
Mailing Address	**City, State, Zip**	**E-mail**
211 W. Aspen Ave	Flagstaff, AZ 86001	robert.wallace@flagstaffaz.gov

Property Owner Signature (required)	Date	Applicant Signature	Date
Greg Clifton 2021.09.02 10:02:27 -07'00'		Robert Wallace Digitally signed by Robert Wallace Date: 2021.08.23 13:21:48 -07'00'	8/23/2021

For City Use

Date Filed:	**File 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	PW/Water Services	Stormwater

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, January 12, 2022 at 4:00 p.m. and the Flagstaff City Council will hold Public Hearings on Tuesday, February 15, 2022 at 3:00 p.m., and on Tuesday, March 1, 2022 at 3:00 p.m. to consider the following:

A. Explanation of Matters to be considered:
A proposed amendment to the official City of Flagstaff zoning map to rezone 299.68 acres from Public Facilities (PF), Rural Residential (RR), and Research and Development (RD) zoning to Public Open Space (POS) zoning for the purposes of passive recreation and open space. The site currently consists of land owned by the City of Flagstaff.

B. General Description of the Affected Area:
Approximately 299.68 acres located north and south of Forest Avenue, and south, and east of Gemini Road and Cedar Avenue, Coconino County Assessor's Parcel Numbers 107-01-001B, 107-01-001F, 101-28-007E, 101-37-001E, 101-37-002H, 101-37-002J, and 107-01-001G, and a portion of Coconino County Assessor's Parcel Numbers 101-28-007C, 109-02-001S, and 110-08-001G, Sections 11, 14 & 15, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

Planning and Zoning Commission meetings are currently being held virtually. For instructions on the virtual meetings visit the following link:

https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission. Contact the Planner listed for maps and information regarding the proposed amendment. The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Due to the COVID-19 pandemic, Council meetings may be held virtually. At the link below please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments:

https://www.flagstaff.az.gov/328/Meetings

The meetings will continue to be live streamed on the city's website:

https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings

PROPOSED ZONING MAP AMENDMENT
From Public Facilities (PF), Rural Residential (RR), and Research and Development (RD) zoning to Public Open Space (POS) zoning for the purposes of passive recreation and open space

ADDRESS:	1900 North Gemini Drrive
APN:	107-01-001B, 101-28-007C, 110-08-001G, 109-02-001S, 107-01-001F, 101-28-007E, 101-37-001E, 101-37-002H, 101-37-002J, and 107-01-001G
ACRES:	Approximately 299.68 Acres, City of Flagstaff, Coconino County

FOR INFORMATION PLEASE CONTACT:

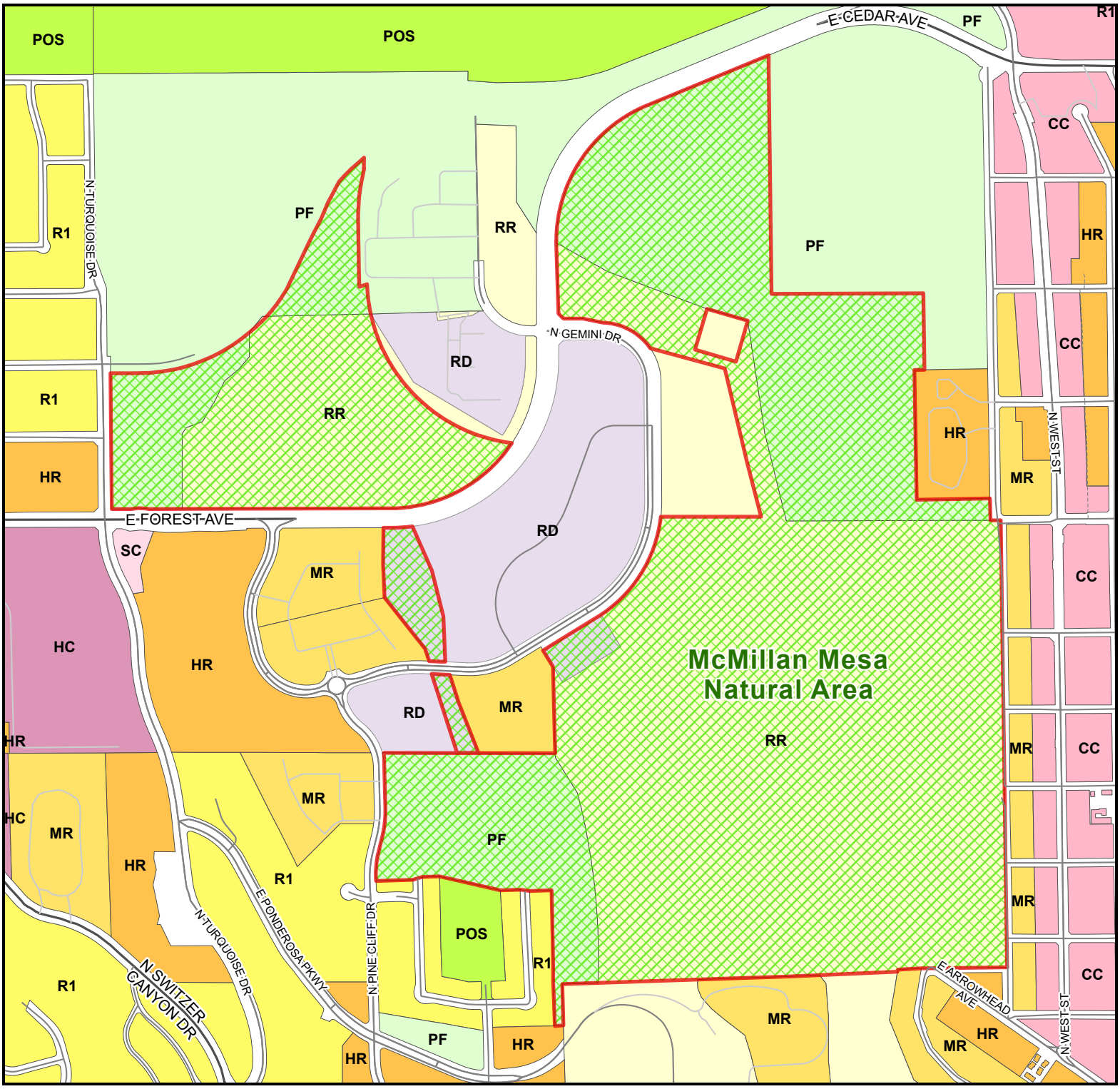
Genevieve Pearthree
Planning & Development Services
211 West Aspen Avenue Flagstaff, Arizona 86001
(928) 213-2603
gpearthree@flagstaffaz.gov

Robert Wallace
City of Flagstaff Parks, Recreation and Open Space
211 West Aspen Avenue Flagstaff, Arizona 86001
(928) 213-2154
robert.wallace@flagstaffaz.gov

Publish: December 28, 2021

Proposed Zoning

McMillan Mesa Natural Area



- McMillan Mesa Natural Area
- Proposed Public Open Space

Residential Zones:
- Rural Residential (RR)
- Single-family Residential (R1)
- Medium Density Residential (MR)
- High Density Residential (HR)

Commercial Zones:
- Highway Commercial (HC)
- Community Commercial (CC)
- Suburban Commercial (SC)

Industrial Zones:
- Research and Development (RD)

Resource and Open Space:
- Public Facility (PF)
- Public Open Space (POS)

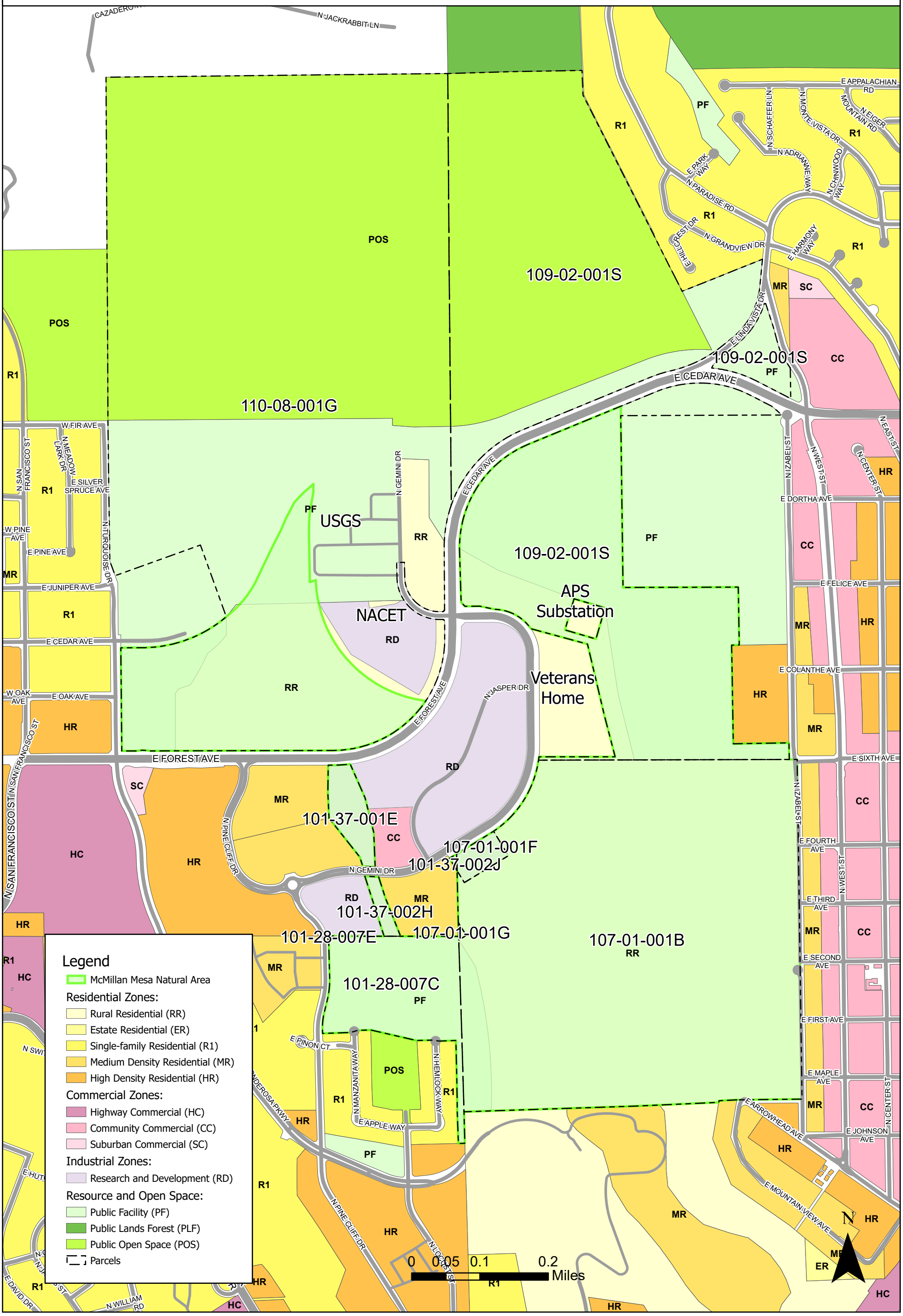
N W E S

9/29/2020

0 0.13 0.25 0.5 Miles

Context Analysis : McMillan Mesa Natural Area

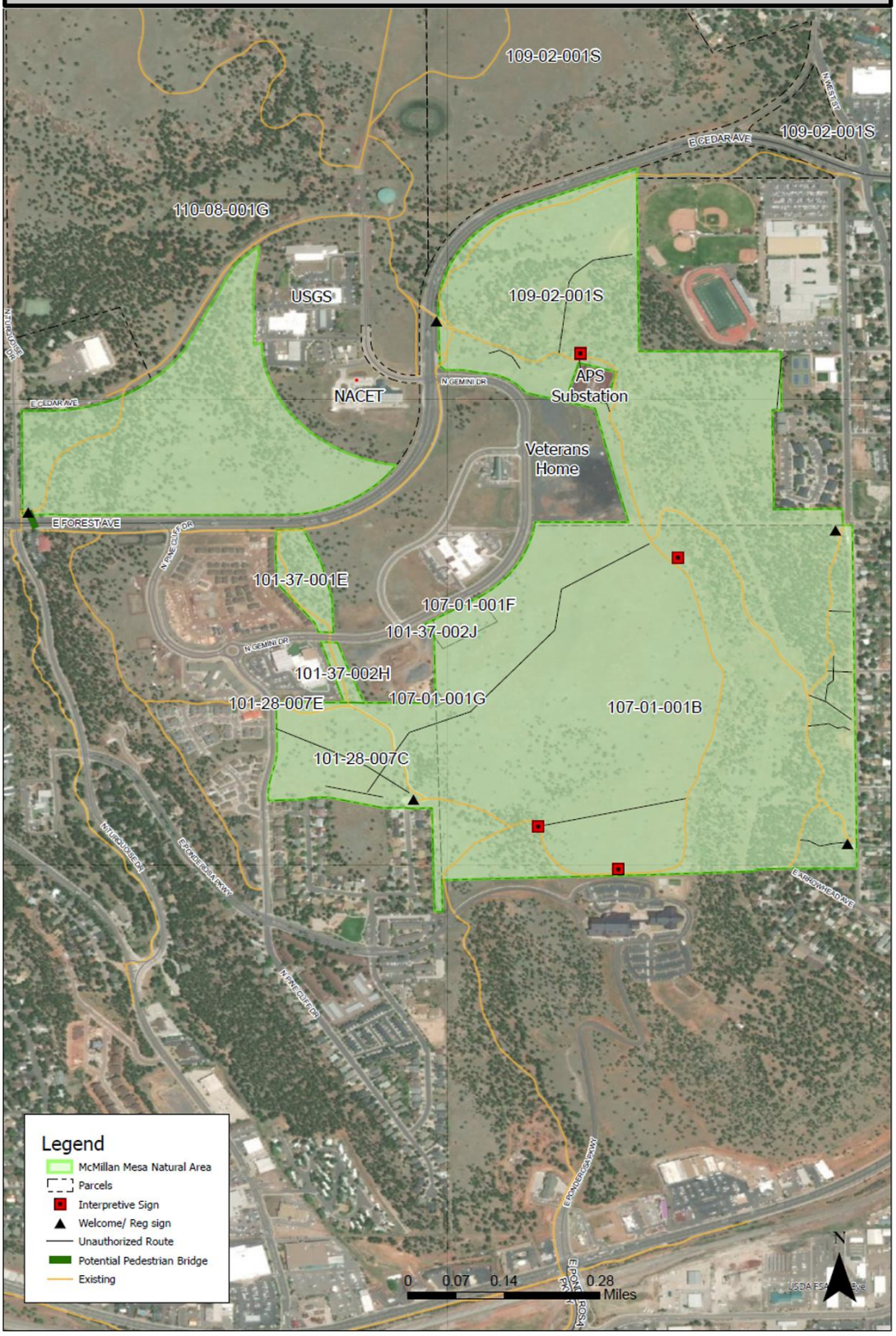
7/21/2021



Potential Infrastructure & Restoration

McMillan Mesa Natural Area

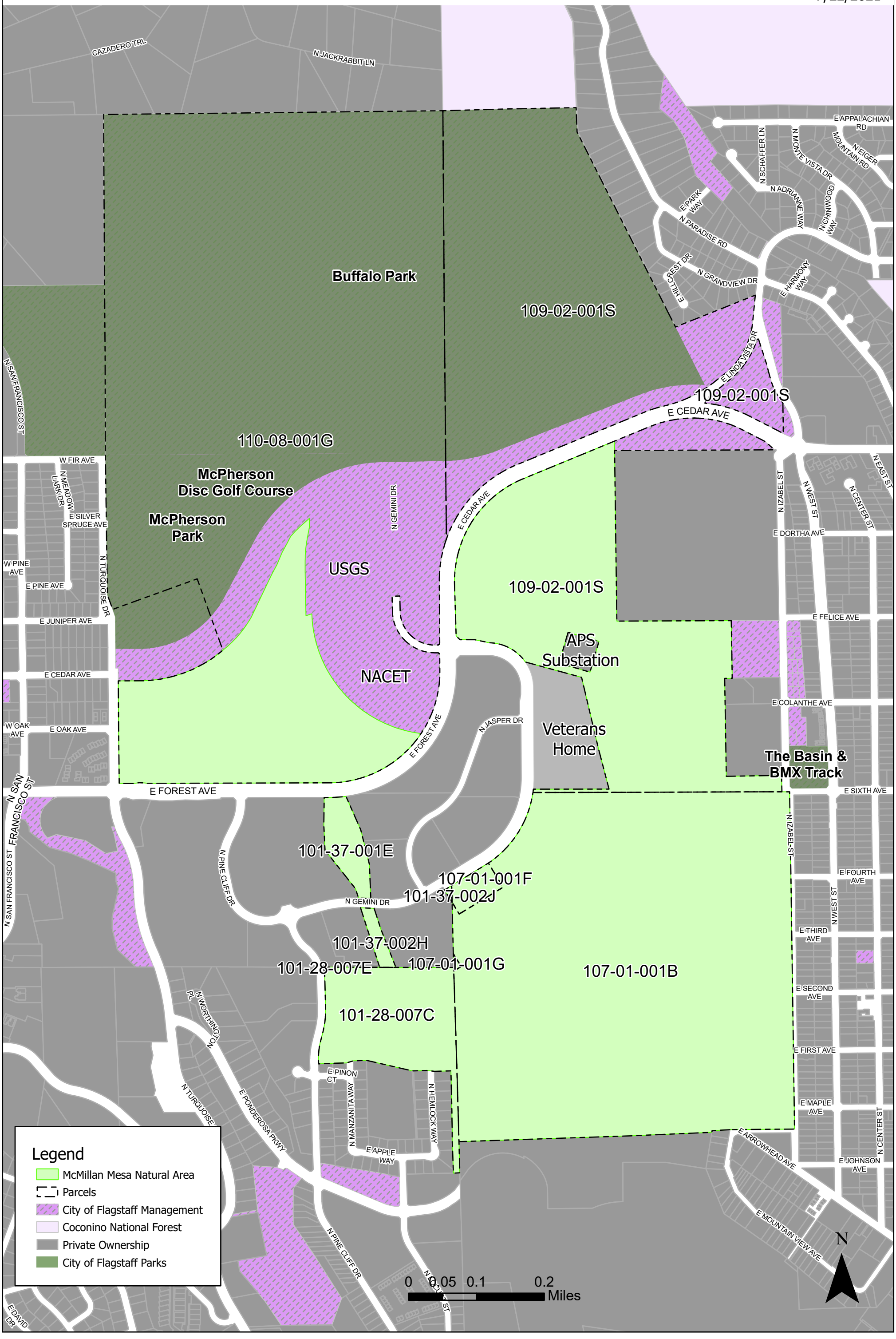
Date: 10/07/2020



Potential Infrastructure Improvements for McMillan Mesa Natural Area

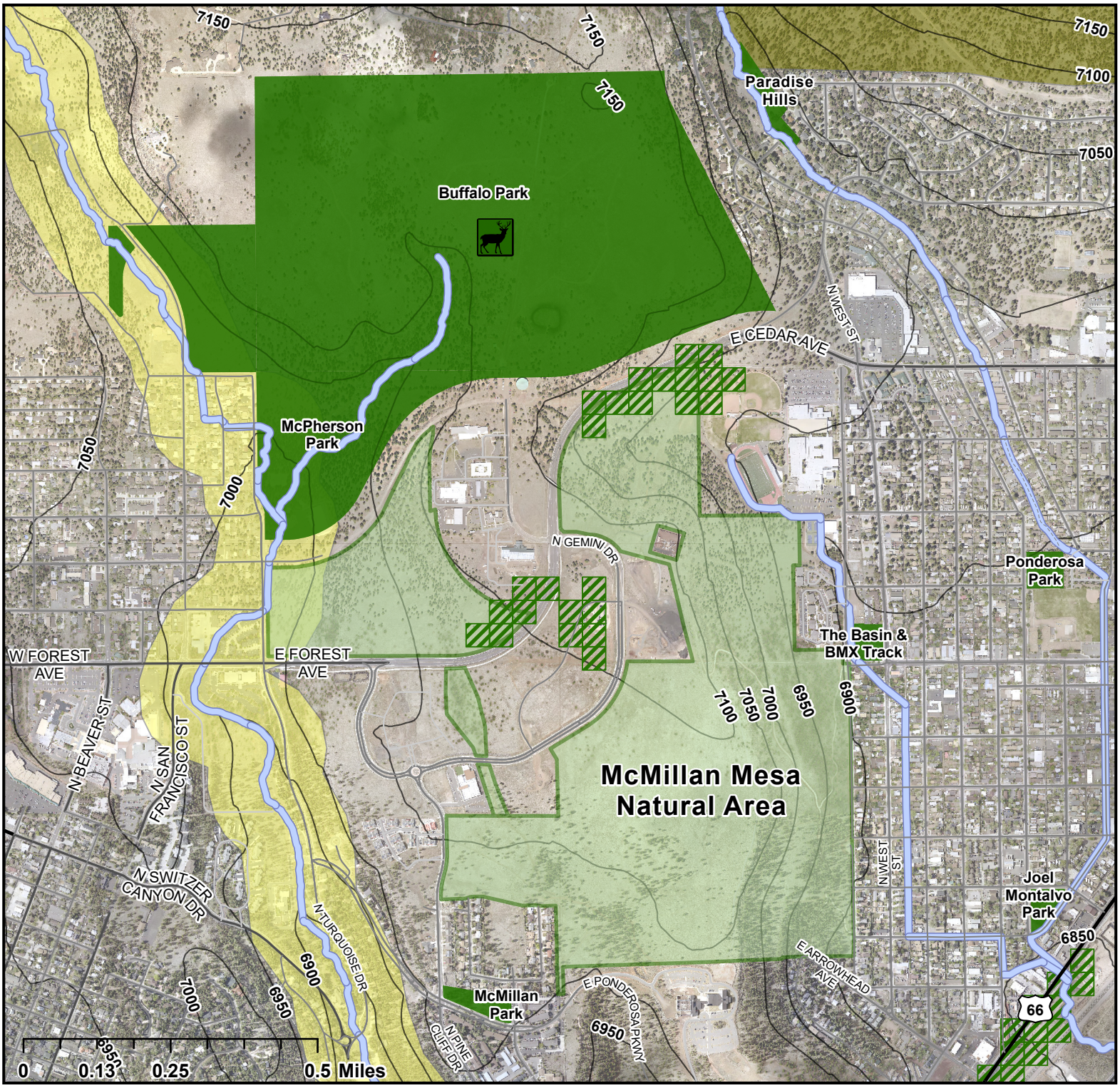
Vicinity Map : McMillan Mesa Natural Area

7/22/2021



Natural Resources

McMillan Mesa Natural Area



- Watchable Wildlife
- Tributaries
- Contours 50ft
- Parks
- Riparian Vegetation
- Wildlife Linkages
- Prairie Dog Colonies
- McMillan Mesa Natural Area

N
W E
S

9/29/2020

Trail Map

McMillan Mesa Natural Area

McMillan Mesa Natural Area

Existing Trails

Planned Trails

Parks

N

W E

S

0 0.13 0.25 0.5 Miles

10/7/2020

Existing Infrastructure

McMillan Mesa Natural Area

Existing Infrastructure of McMillan Mesa Natural Area

McMillan Mesa Natural Area Zoning Map Amendments PZ-20-00063

PART 2 – CONCEPT ZONING PLAN

II.7 Project Narrative:

Project Title
McMillan Mesa Natural Area Zoning Map Amendments

Project Start Date
June 1, 2020

Contact
The applicant team is led by the City of Flagstaff Open Space Program. Genevieve Pearthree, the Planning Development Manager, assigned to this case, is available at gpearthree@flagstaffaz.gov or 928-213-2603. Robert Wallace, Open Space Specialist responsible for submittal of this rezone application, can be reached at robert.wallace@flagstaffaz.gov or (928) 213-2154. Other departments supporting this effort are the City's Comprehensive Planning program, Real Estate, and GIS.

Reason for Request
City Council directed staff to amend the Regional Plan and Zoning Code to reflect the outcome of Proposition 413.

Project Summary
The City Council adopted the McMillan Mesa Village Specific Plan in 1992 and the McMillan Mesa Master Plan in 2002. The Flagstaff 2030 Regional Plan acknowledged the ongoing community conversation regarding the conservation values of the Mesa and designated portions of the City parcels on the Mesa north of Forest Avenue as "Employment," southwest as "Future Suburban," and areas outside of Buffalo Park as "Area in White" – a designation that does not bind those parcels to any specific use.

On November 8, 2016, approximately 86% of Flagstaff voters voted in favor of Proposition 413 – Campaign for a Greater Buffalo Park. This proposition restricted the use of approximately 300 acres of City-owned Property on McMillan Mesa to public open space and passive recreation. The results of the election were canvassed and approved by Resolution Number 2016-38 on November 28, 2016.

The land affected by Proposition 413 is primarily zoned as Public Facilities and Rural Residential, both of which permit "Outdoor Public Uses, General" and "Passive Recreation" as allowed uses. According to the Ordinance, the City cannot sell the land or permit any of the other allowed uses under Public Facilities and Rural Residential, and therefore it is protected as de facto conservation land given the development limitations. Even though the current zoning allows for the passive recreation uses required by the proposition, the City Council directed staff to amend the Regional Plan and Zoning Code to reflect the outcomes of Proposition 413. The City Council approved the McMillan Mesa Natural Area major plan amendment on Tuesday, October 16, 2018. The resolution amended the Flagstaff Regional Plan 2030 by amending the Future Growth Illustration (Maps 21 and 22) and the Road Network Illustration (Map 25) to make the land use and road network designations consistent with the McMillan Mesa Natural Area. The resolution went into effect on November 15, 2018. This Zoning Code Amendment proposes to rezone the Property to Public Open Space for the McMillan Mesa Natural Area, making the Property's zoning consistent with the Regional Plan Amendment, Future Growth Illustration and related maps, and Proposition 413.

Regional Plan Conformance Analysis

This section of the application for the zoning map amendment explains how the proposed amendment will affect the vision expressed in the written goals, objectives, and policies of the General Plan that are most relevant to the proposed amendment. This includes an analysis of conflicting goals and policies in the following section called Regional Plan Variance Analysis.

Supporting Goals and Policies

Abbreviations Used Below:

- Environmental Planning and Conservation - E&C.
- Open Space – OS
- Community Character - CC
- Growth Areas and Land Uses - LU
- Economic Development - ED
- Neighborhoods, Housing, & Urban Conservation - NH
- Recreation - Rec
- Transportation - T
- Water Resources – WR

- *Open Space, Natural and Cultural Resources*

Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals

Policy E&C.6.7. Use best practices to control the spread of exotic and invasive plants, weeds, and animals, and eradicate where possible.

Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.

Policy E&C.10.1. Encourage local development to protect, conserve, and when possible enhance and restore wildlife habitat.

Policy E&C.10.2. Protect, conserve, and when possible enhance and restore wildlife habitat on public land.

Policy E&C.10.3. Protect sensitive and uncommon habitats such as ephemeral wetlands, riparian habitats, springs and seeps, rare plant communities, and open prairie ecosystems including the physical elements such as water sources and soil types on which they depend through open space acquisition efforts, avoiding these features in the design of subdivisions and other development, etc.

Policy E&C.10.5. Support the development of watchable wildlife recreation opportunities.

Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Policy CC.2.1. Actively locate, identify, interpret, and preserve historical, archaeological, and cultural resources, in cooperation with other agencies and non-governmental organizations, as aspects of our society for future generations to retain, understand, and enjoy their cultural identity.

Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.

Policy LU.4.2. Utilize the following as guidance in the development process: Natural Environment maps, Environmental Planning and Conservation policies, Considerations for Development, Cultural Sensitivity, and Historical Preservation maps, and Community Character policies, while respecting private property rights.

McMillan Mesa Natural Area provides the community an opportunity to expand the preservation and restoration of a montane grassland. This is an at-risk ecosystem type in the Flagstaff area. It also supports the preservation of dark skies by reducing lighting on the Mesa, which allows more recreational opportunities for amateur astronomers and supports the astronomy industry in the region.

At this time, invasive species are the most challenging ecological issue for the Mesa. With the management of the Property being coordinated under the Legally Designated Open Space Management Plan, the Property will be surveyed for invasive plants, and funds will be directed towards vegetation management. This will improve the ecological health and aesthetics of the Property.

Having this Property managed by the Open Space Program creates opportunities for forest restoration projects to reduce the potential for catastrophic wildfire to start or spreading through the Property. This work will be organized and completed in partnership with the City of Flagstaff Fire Department.

This area's open space designation will also allow the opportunity to manage the site to interpret the natural and cultural history and provide a space that supports education and research opportunities. Watchable wildlife opportunities may also be considered as part of the area's Management Plan.

- *Great Streets and Views*

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.
Policy CC.1.4. Identify, protect, and enhance gateways, gateway corridors, and gateway communities.
Policy LU.19.3. Enhance the viewsheds and frame the view along the corridors through design.
Policy ED.7.4. Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.

Cedar Avenue is a Great Street on Map 12 of the Flagstaff Regional Plan. The corridor offers spectacular views of the San Francisco Peaks, Dry Lake Hills, and McMillan Mesa. The preservation of open space will preserve views throughout the corridor: the trees, slopes, and the grasslands. The presence of natural resources will enhance the surrounding land use values for the neighborhood and business park.

- *Nearby Neighborhoods and Schools*

Policy NH.1.8. Prioritize the stabilization of a neighborhood's identity and maintain cultural diversity as new development occurs.
Policy CC.5.4. Complete sidewalks and Flagstaff Urban Trails System connections for all schools, community colleges, and university campuses.

The preservation of the McMillan Mesa Natural Area will preserve the natural environment that is important to surrounding neighborhoods. It will also maintain safe non-motorized access through the open space to the neighborhoods, community centers, and schools that are located around the Natural Area.

- *Employment and Special District Area Types*

Policy LU.15.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.
Policy LU.17.1. Enhance connectivity and coordinated planning efforts with neighborhoods contiguous to special planning areas.
Policy ED.7.3. Leverage the region's assets of history, culture, and natural environment, as well as educational and scientific facilities, as an economic development tool.

Preserving open space and enhancing the quality of trail connections in and around an employment area like McMillan Mesa is part of the Regional Plan's vision for harnessing the natural and scenic assets of the community as a tool for economic development. The development of biomedical and long-term medical

facilities in the McMillan Mesa business park brings together science, patient therapies, wellness, and workforce housing. Parks and open space contribute to these attributes and can help fuel the marketability and vitality of the area. Numerous trails provide walking and biking access between neighborhoods and employment areas. These include the Arrowhead, Arizona, Cedar, McMillan Mesa, Mesa Ridge, Sego Lily, Sunset, and Switzer Canyon Trails, which provide access from surrounding neighborhoods, including Switzer Ridge/Mesa, McMillan Mesa Village, and Sunnyside. Many of these trails traverse the Natural Area, cross Cedar/Forest Avenue, and continue into Buffalo Park. Furthermore, planned management actions identified in the Legally Designated Open Space Management Plan include investigating options to realign the steep section of the Cedar Trail. This realignment would enhance alternative transportation and increase public safety. Reviewing existing unauthorized trail alignments for inclusion/exclusion in the trail system as connector trails and designing ADA compliant trails will also be considered.

- *Recreation*

Policy Rec.1.1. Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.
Policy Rec.1.2. Promote public and private partnerships to offer parks, recreation facilities, and resources.
Policy Rec.1.3. Coordinate City, County, and Forest Service recreational planning to best serve the community.
Policy Rec.1.4. Design new or updated public facilities to include parks, open space, and/or recreational opportunities where feasible.

The Buffalo Park/McMillan Mesa Natural Area complex will provide the City's second-largest park/open space area. The size of the area and its continuity with Forest Service trails and resources will further enhance these combined properties' management and recreational opportunities.

- *Transportation*

Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.
Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

McMillan Mesa will provide an opportunity to walk and bicycle for recreation and transportation. There are eight existing trails that pass through the Natural Area, and more are planned through the Management Plan process. Schools Coconino High School and BASIS benefit from safe places for students to get to and from campus, walking and biking.

- *Water Resources Goals and Policies*

Goal WR.1. Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being.
Policy WR.1.2. Seek regional opportunities to partner with resource land managers and adjacent landowners to improve water yield and hydrologic processes.

The proposed McMillan Mesa Natural Area is expected to have no impact on Water Sources (WR.1 and WR.2) or Water Demand (WR.3 and WR.4) goals and policies. The Northern Arizona Center for Entrepreneurship and Technology, and some of the USGS facilities is currently served by a pressure sewer that connects to a gravity sewer toward the north end of this existing development. There is a desire from the City of Flagstaff to eliminate all pressure sewers. Therefore, there is a plan to serve this area with a gravity sewer by connecting the developed area to the sewer main within Forest Ave. This connection would cross a portion of the proposed Natural Area. This project will need to be reviewed by the City's legal department to ensure adherence to Proposition 413 directives.

- *Stormwater and Watershed Management, and Water Quality Goals and Policies*

Policy WR.5.3. Identify downstream impacts as the result of development and provide for mitigation measure to address impacts. When possible, mitigations should be non-structural in nature.
Policy WR.5.7. Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity, and reduce land disturbance and soil compaction.
Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.
Policy WR.6.4. Encourage low-impact development strategies.

While the Natural Area is not expected to create any downstream impacts, mitigation, treatment, and recharge opportunities exist within its boundaries, as discussed in the Stormwater and Drainage Impact analysis subsection. The use of Low Impact Design principles in the creation of such mitigation efforts should minimize the visual impact of such facilities.

Regional Plan Variance Analysis

- *Economic Development*

Policy ED.3.8. Protect existing business and industrial land uses from encroachment and allow for their expansion.
Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary

The designation of McMillan Mesa Natural Area as Public Open Space removes approximately 300 acres from the goal of promoting infill and intensification near activity centers.

- *Growth Areas and Land Uses*

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
Policy LU.16.1. Encourage the continued intensification, expansion, and protection of existing industrial, warehousing, and distribution uses from encroachment where appropriate.

The open space designation conflicts with the Regional Plan policy to protect employment and uses from encroachment.

- *Transportation*

Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.
Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life while maintaining traffic safety.
Policy T.8.4. Protect rights-of-way for future transportation corridors.
Policy T.8.5. Support the area's economic vitality by improving intersection design for freight movements

The elimination of Ponderosa Parkways extension to Gemini will reduce driving accessibility of the immediate area and could increase traffic on the 4th Street corridor. This change is expected to increase vehicle travel distances, cut through traffic in neighborhoods, and affect emergency response times.

Impact Analyses

- *Transportation Impact Analysis*

As a result of not constructing the future "Access" road between Ponderosa Parkway and Gemini, vehicle trips on Switzer Canyon, Pine Cliff, Turquoise, and 4th Street may receive more vehicle traffic than predicted in the Regional Plan Development Scenarios Analysis.

- *Water, Sewer, and Stormwater Drainage Impact Analysis*
  - *Water Demand and Capacity*

There is no expected change in demand or capacity based on the proposed McMillan Mesa Natural Area; no associated improvements are necessary.

The majority of water mains exist within the existing road's right-of-ways. In addition to water mains within the right-of-ways, there are some eight-inch water mains that connect the San Francisco de Asis school/church to Pinecliff Dr and Gemini Rd's 12-inch water mains. No new water mains are desired or expected within the proposed McMillan Mesa Natural Area. However, the Legally Designated Open Space Management Plan does state that the City of Flagstaff Water Services will continue to have access to the existing lines that pass through the proposed Natural Area.

- *Stormwater*

There are no expected changes to any downstream stormwater facilities based on the proposed McMillan Mesa Natural Area.

There are opportunities within the proposed Natural Area to potentially improve stormwater quality or reduce downstream effects. A location was identified within Tract J of the original McMillan Mesa Specific Plan (which is now part of the Natural Area) for a potential detention basin. This location has some existing stormwater infrastructure and has historically experienced drainage issues during large events along Hemlock Way. Another area that may benefit from future stormwater infrastructure improvements is along the Natural Area's eastern border, against Isabel St. The slopes against Isabel St are soft, and sediment sometimes ends up in the Street during heavy rain events. The City's Legally Designated Open Space Management Plan identifies planned management actions to work with the City Stormwater Section to determine the need for stormwater treatments within the Natural Area.

There are numerous FUTS throughout the proposed Natural Area. The City's Stormwater Division needs approximately 30 feet around each trail to maintain the drainage and engineered features that would help the functionality of the existing FUTS. The City's Legally Designated Open Space Management Plan does permit the maintenance of formal trails.

- *100-Year Water Supply*

There is no expected change to the City of Flagstaff's 100-year water supply since the area's water demand is equal-to or less-than the original plan for the area, which was used to determine the 100-year water supply needs.

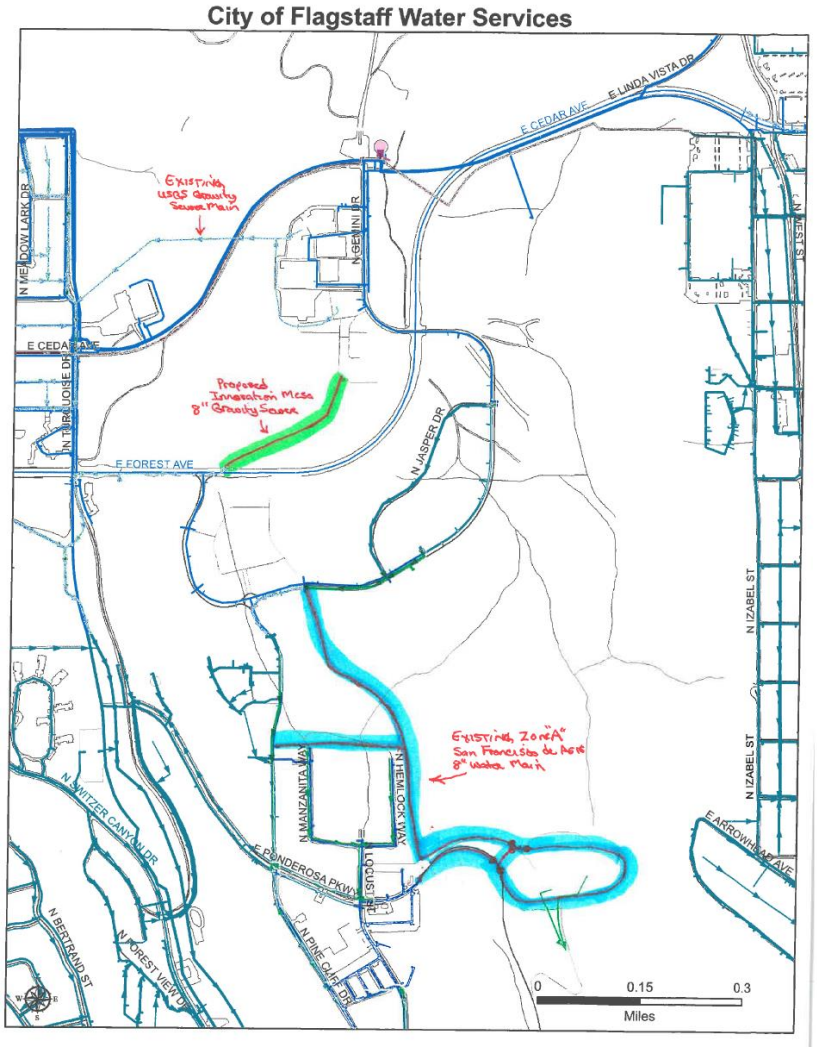
- *Reclaimed Water*

The McMillan Mesa Natural Area has not proposed using any reclaimed water. Therefore, there is no change to the City of Flagstaff's reclaimed water system as a result of this proposed rezoning. There is one existing 8-inch reclaimed waterline that runs through the McMillan Mesa Natural Area. Water Services needs access to this line at any time for maintenance, repairs in the event of a break or leak, and to access valves. Any rights granted by existing easements will not be impacted by this rezone. Moving forward, associated projects will need to involve City legal review and input to ensure adherence to legal directives of Proposition 413.

- *Sewer Demand and Capacity*

There is no expected change in sewer demand or capacity based on the McMillan Mesa Natural Area and no associated improvements are necessary.

The majority of sewer mains are located within the existing road's right-of-ways. The southern half of the existing development north of the Natural Area, containing the Northern Arizona Center for Entrepreneurship and Technology and some of the USGS facilities, is currently served by a pressure sewer that connects to a gravity sewer toward the north end of this existing development. There is a desire from the City of Flagstaff to eliminate all pressure sewers. Therefore, a plan to serve this area with a gravity sewer by connecting the developed area to the sewer main within Forest Ave has been proposed. This proposed connection would have to cross the McMillan Mesa Natural Area. Proposition 413 provides direction regarding improvements on the Property. This project will need to involve City legal review and input to determine if the project can move forward and adhere to legal directives of Proposition 413.



Water Service's proposed USGS gravity sewer project.

- *School Impact Analysis*

The designation of McMillan Mesa Natural Area to Public Open Space is not expected to generate new school enrollment for the Flagstaff area.

- *Police and Fire Impact Analysis*

The removal of the Ponderosa Parkway extension from the Road Network Illustration may have an impact on response times for nearby neighborhoods. Fire Station #2 is located on Ponderosa Parkway below the edge of the Mesa. To access properties to the north, engines will have to route around the Natural Area, which will add time to responses.

Having this Property managed by the Open Space Program creates opportunities for forest restoration projects to reduce the potential for catastrophic wildfire starting or spreading through the Property.

- Economic Development Impact Analysis

The proposed plan amendment will have both positive and negative effects on the economic development of the community. Positive influences will be to protect community character, including open space as a marketable characteristic to the medical and science research business park developing on the Mesa, and to create opportunities for the recreation and tourism industries on City land. The economic value (consumer surplus) derived from non-motorized trail use in Arizona by in-state residents, based on a midpoint estimate, is $8.3 billion per year, with model estimates ranging between $6.2 billion and $10.6 billion, according to The Department of Agricultural and Resource Economics, The University of Arizona, 2020 assessment. The undesired economic effect will be the City's reduced capacity for infill and reduction in the size of the business park on McMillan Mesa.

Public Utilities and Essential Services Use Analysis

The proposed McMillan Mesa Natural Area is expected to have no impact on water demand, water capacity, wastewater demand, wastewater capacity, or other services that are typically associated with providing public facilities.

A complete new legal survey for the entire McMillan Mesa Natural Area for the following ten parcels (107-01-001B, 101-28-007C, 110-08-001G, 109-02-001S, 107-01-001F, 101-28-007E, 101-37-001E, 101-37-002H, 101-37-002J, and 107-01-001G) has been completed. A registered surveyor completed this legal description to obtain legal descriptions for the City Council ordinance. The City's GIS department produced maps that include all known existing easements and utilities within the area to be rezoned. This process identified as many utilities within the site as possible. The City recognizes that McMillan Mesa Natural Area is encumbered by existing easements. Any rights granted by existing easements will not be impacted by this rezone. In addition, the Open Space Program will continue to work with existing utilities with no easement, existing easement dedications, and other existing encumbrances to ensure adherence to legal directives of Proposition 413.

Land Use Analysis

Prior to McMillan Mesa Natural Area Major Plan Amendment in 2018, the Flagstaff 2030 Regional Plan designated portions of the City parcels on the Mesa north of Forest Avenue as "Employment," southwest as "Future Suburban," and areas outside of Buffalo Park as "Area in White" – a designation that does not bind those parcels to any specific use. When Proposition 413 passed and following the McMillan Mesa Natural Area Major Plan Amendment in 2018, these associated uses changed. The major plan amendment reduced the "Area in white", decreased the Suburban area, and increased the city-wide areas of Parks/Open Space. The net reduction in the Employment/Special District area types, which are designated for research, office, business park, industrial and employment generating uses, is approximately 28 acres. The mapping correction to Future Employment along Gemini increased Employment/Special District areas by 5.3 acres. Therefore, the total reduction in Employment and Special Districts is 22.7 acres. Designating a new "Special Planning Area" for the veteran's home on the Future Growth Illustration allocated 10 acres to this purpose.

The land affected by Proposition 413 is currently zoned as Public Facilities, Rural Residential, and Research and Development. According to the Ordinance, the City cannot sell the land or permit any of the other allowed uses under Public Facilities and Rural Residential. City Council directed staff to amend the Zoning Code to reflect the outcomes of Proposition 413. This proposed Zoning Code Amendment recommends rezoning the Property to Public Open Space for the McMillan Mesa Natural Area (10 parcels listed below), making the Property's zoning consistent with the Regional Plan Amendment, Future Growth Illustration and related maps, and proposition 413.

McMillan Mesa Natural Area 10 Parcels Proposed to be Rezoned to Public Open Space:

- All of 107-01-001B: 152.52 acres southeast of Gemini Drive and the "cinder pit" parcel. Existing Zoning: 5.168661acres Public Facilities and 147.34 acres Rural Residential
- All of 101-28-007C: 19.10 acres parcel immediately north of the "Horseshoe Neighborhood". Existing Zoning: 19.10 acres Public Facilities.
- Part of 110-08-001G: 50.16 acres (remaining parts are Buffalo Part and USGS business park) the southwest portion of this 298-acre parcel bounded by USGS facility, Switzer Canyon Trail, Forest Avenue, and North Turquoise Drive. Existing Zoning: 16.109275 acres Public Facilities and 34.050725 acres Rural Residential.
- Part of 109-02-001S: 70.43 acres of 181.8 acres (rest is Buffalo Park) the southern portion of this parcel bounded by Forest Avenue, Coconino High School, the "cinder pit", and the APS powerline. Existing Zoning: 59.749 acres Public Facilities and 10.68 acres Rural Residential.
- All of 107-01-001F: 1.94 acres, located southeast of Gemini drive. Existing Zoning: Research and Development.
- All of 101-28-007E: 0.01 acres parcel east of N. Pine Cliff Drive and south of parcel #101-46-005A. Existing Zoning: Public Facility
- All of 101-37-001E: 4.158662 acres 1751 N Gemini Dr. Flagstaff, AZ 86001. Existing Zoning: Research and Development. Flagstaff Urban Trail System connector.
- All of 101-37-002H: 1.186275 acres 1750 N Gemini Dr. Flagstaff, AZ 86001. Existing Zoning: Research and Development. Flagstaff Urban Trail System connector.
- All of 101-37-002J: a 0.08 acres parcel adjacent to 107-01-001F. Existing Zoning: Research and Development.
- All of 107-01-001G: a 0.09 acres parcel adjacent on the west side of parcel 107-01-001B. Existing Zoning: Rural Residential.

Changes in Land Use due to this Proposed Zoning Amendment

Area Zoning	Acres Reduced	Acres Added	Net Change
Public Facility	100.14	0	-100.14
Rural Residential	192.07	0	-192.07
Research & Development	7.45	0	-7.45
Public Open Space	0	~300	~300

Public Good Analysis

Positive impacts of rezoning the Property include providing the community an opportunity to expand the preservation and restoration of a montane grassland. This is an at-risk ecosystem type in the Flagstaff area. The Buffalo Park/McMillan Mesa Natural Area complex will provide the City's second-largest, and most diverse recreational and natural resource area. The water, wildlife, vegetation, and geologic resources are important factors that support the Property's permanent preservation and will subsequently be managed and maintained appropriately to ensure protection. Having this Property managed by the Open Space Program creates opportunities for forest restoration projects in partnership with the City Fire Department that could reduce the potential for catastrophic wildfire starting or spreading through the Property. Rezoning the Property will preserve views within its boundaries and along priority corridors adjacent or through its boundary. Its continuity with Forest Service trails and resources will further enhance the opportunities of these combined properties. Eight existing multi-use trails pass through the Natural Area. These trails provide a chance to walk and bicycle for recreation and transportation. The presence of natural resources will enhance the surrounding neighborhoods and business park by protecting a marketable characteristic while providing mental and physical health opportunities for the community.

The allocation of 10 acres for the construction of the Veteran's home is part of the business park setting and will bring in patients throughout the region, providing a potential economic advantage. The preservation of McMillan Mesa Natural Area as Public Open Space offers the community with recreational opportunities that support physical and mental health. McMillan Mesa provides healthy opportunities to get outside for neighborhood and business parks alike, including Switzer Mesa, McMillan Mesa Village, Stone Ridge, Hospital Hill, the USGS and NACET Business Park, Shadow Mountain, Grandview Homes, and Sunnyside. Subsequently, the rezoning of this Property provides low-income residents with a direct connection to the natural environment. It helps achieve environmental justice, providing access to natural settings that allow better health, environment, and equitable access. People living in walkable neighborhoods get about 35–45 more minutes of moderate-intensity physical activity per week and are substantially less likely to be overweight. Transportation and land use will also be supported by prioritizing walking and biking to support public health. Rezoning the Property supports economic prosperity and recreation by enhancing recreation and outdoor opportunities and accommodating increased use.

The McMillan Mesa Natural Area is expected to have no impact on water demand, water capacity, wastewater demand, or wastewater capacity. While the Natural Area is not likely to create any downstream stormwater impacts, opportunities for mitigation exist to help with stormwater runoff.

Public Benefits:

- The McMillan Mesa Natural Area will preserve views within its boundaries and along priority corridors adjacent to the area. These views are meaningful to the character of the Flagstaff community and are essential to maintaining tourism and promoting economic benefits.
- Due to its location, it provides numerous neighborhoods with access to exercise opportunities and a healthy outdoor setting, both important components that are shown to improve the health of communities.
- McMillan Mesa's urban location and proximity to educational institutions make it a good fit for the biological studies of species, environmental investigations, and opportunities to visit the Property to learn about land management and urban planning. Coconino High School is within proximity to the northeast, BASIS Flagstaff Charter School to the east, and the Montessori Charter School of Flagstaff to the south. Also within walking distance is the Peak School, Killip Elementary School, and Pine Forest Charter School. The natural area and provides excellent chances for outdoor education.
- Several trails bisect the Natural Area. Trails can act as a firebreak, causing a gap in the vegetation to act as a barrier to slow or stop wildfire's progress and could hopefully reduce the size of a wildfire. General goals include maximizing the health of the Natural Area through the implementation of thinning and broadcast burning operations. Properly maintained trails could be useful to conducting fire operations and could offset the cost of completing work.
- City Strategic Plan Goals Supported by Rezoning:
    - 1.2, 2.2, 3.2, 4.1, 4.2, and 4.4.
- CAAP Goals Supported by Rezoning:
    - Protect existing forests, resources, and meaningful open spaces.
    - Support proactive engagement with the community.
    - Protect natural area and ecosystems services that are most vulnerable to the impacts of increased visitation and climate change.
    - Maintain ecosystems as dependable sources of recreation, economic prosperity, biodiverse plant, and wildlife habitat, and improve forest management through collaboration with regional partners.

Challenges presented by the preservation of the Natural Area include the City's reduced capacity for infill, reduction in the size of the business park on McMillan Mesa, and the indirect effects of the reduced motorized transportation through the Natural Area. The designation of Public Open Space on a large area central to Flagstaff further separates the east and west sides of the City and is, therefore, inconsistent with the Regional

Plan goals of promoting infill and intensification near activity centers. The open space designation also conflicts with the Regional Plan policy to protect employment land uses from encroachment.

Prior to McMillan Mesa Natural Area Major Plan Amendment in 2018, the Flagstaff 2030 Regional Plan designated portions of the City parcels on the Mesa north of Forest Avenue as "Employment," southwest as "Future Suburban," and areas outside of Buffalo Park as "Area in White" – a designation that does not bind those parcels to any specific use. These designations allow associated land uses that included employment expansion, surban home expansion, and other development. When Proposition 413 passed, and following the McMillan Mesa Natural Area Major Plan Amendment in 2018, associated uses and the transportation network changed. The major plan amendment reduced the "Area in white", decreased the Suburban area, and increased the city-wide areas of Parks/Open Space. The reduction in Employment/Special District area type, which is designated for research, office, business park, industrial and employment-generating uses, is approximately 23 acres.

Transportation networks were also identified before the approval of the passing of Proposition 413. The Road Network Illustration in the Regional Plan showed a future road connection from the south. An "Access" road that would have connected Ponderosa Parkway and Gemini, though there was no anticipated timeline on when it may have been constructed. As a result of not constructing the future "Access" road between Ponderosa Parkway and Gemini, vehicle trips on Switzer Canyon, Pine Cliff, Turquoise, and 4th Street may receive more vehicle traffic than predicted. This change is expected to increase vehicle travel distances, cut-through traffic in neighborhoods, and affect emergency response times.

Public Challenges:

- The Open Space designation conflicts with the Regional Plan policy to protect employment and uses from encroachment.
- As a result of not constructing the future "Access" road between Ponderosa Parkway and Gemini, vehicle trips on Switzer Canyon, Pine Cliff, Turquoise, and 4th Street may receive more vehicle traffic than predicted in the Regional Plan Development Scenarios Analysis. This may also have an impact on response times for nearby neighborhoods. Fire Station #2 is located on Ponderosa Parkway below the edge of the Mesa. To access properties to the north, engines will have to route around the Natural Area, which will add time to responses.

These changes are not expected to be detrimental to the public interest (health, safety, convenience, welfare) and support other important community initiatives, such as City strategic plan goals and the Climate Action and Adaptation Plan (CAAP).

Access to the Natural Area and surrounding Open Space properties are provided by Cedar Avenue to the east and northwest and Pine Cliff Drive by way of Turquoise to the south and southwest. Gemini will provide ingress and egress to the Veteran's Home. The Natural Area will generate fewer trips from the site of this plan amendment than the original land use predictions. The exact modeling of trips for the Veteran's home will be completed by the State and may be reviewed by the City. The proposed McMillan Mesa Natural Area is expected to have no impact on water demand, water capacity, wastewater demand, or wastewater capacity.

Property Suitability Analysis

There is good access to the Natural Area provided by Cedar Avenue to the East and northwest and Pine Cliff Drive by way of Turquoise to the south and southwest. NAIPTA bus service Route 2 (Blue) is provided on Cedar Avenue at the eastern intersection with Gemini and through a school diversion along Gemini for school start and release times. FUTS trails allow for bicycle and pedestrian access from Ponderosa Parkway, Cedar Avenue, and Buffalo Park. FUTS trails also circulate recreational traffic through Natural Area and Buffalo Park. These trails provide recreation access to the Dry Lake Hills and Mt. Elden on the Coconino National Forest.

Preservation of the Natural Area provides the community an opportunity to expand the protection and restoration of a montane grassland, an at-risk ecosystem type in the Flagstaff area. The Buffalo Park/McMillan Mesa Natural Area complex will preserve views within its boundaries and along priority corridors adjacent or through its boundary.

McMillan Mesa provides access for passive recreation, education opportunities, and escape from urbanized settings. The Natural Area will preserve natural and cultural resources such as:

- Steep slopes, rocky outcrops and escarpment, and forest resources on the eastern side of the Property,
- Special status (rare) plant species,
- Sensitive wildlife species,
- The viewshed corridor and Great Street designation along Cedar Avenue,
- Passive recreation opportunities throughout the Natural Area and on adjacent open space properties,
- Several cultural and archeological resources on the eastern slopes of the Mesa, and
- Historic resources, including the Beale Wagon Road.

The Property is an important habitat for wildlife and provides the community with wildlife viewing opportunities. The Montane grassland habitat is known for supporting small mammals and is particularly important in providing prey animal populations that support sensitive and threatened birds of prey, such as the Mexican Spotted Owl and Northern Goshawks. The Natural Area provides habitat for mule deer and other species of wildlife. Prairie dog colonies within the plan amendment boundary have been mapped on the north side of Cedar Avenue, south of the USGS, and along the north side of the Natural Area near Coconino High School. Prairie dogs likely exist throughout the properties as their colony size and extent follows population boom and bust cycles.

McMillan Mesa Natural Area Zoning Map Amendments PZ-20-00063

PART 1 – GENERAL REQUIREMENTS

I.7 Neighborhood Meetings Plan

A plan for conducting the neighborhood meetings in compliance with Zoning Code Sections 10-20.30.060 and 10-20.30.070 is addressed below. This plan includes the following information:

- Property owners, citizens, jurisdictions, and public agencies within 300 feet of the area affected by the application, Homeowners Associations and Neighborhood Associations within 1,000 feet of the subject property, and the Registry of Interested persons or groups;
- Proposed notification methods for persons and organizations identified;
- Form, structure, and agenda of the meeting;
- Opportunities for those particularly affected parties to discuss and provide input on the applicant's proposal;
- Location, date, and time of the neighborhood meeting;
- Methods to keep the Planning Director informed of the status and results of the neighborhood meeting.

Meeting Purpose and Plan

In accordance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, the applicant will be holding two neighborhood meetings as part of its citizen participation efforts. Pursuant to direction from City Staff, the neighborhood meetings will be virtual and will be held on Zoom due to the Covid-19 pandemic.

Plan Purpose:

- Public Participation Meetings will provide a clear and comprehensive summary of all public participation opportunities and notification procedures required for the McMillan Mesa Zoning Amendment.

Meeting Purpose:

- Provide early and effective citizen participation in conjunction with the zoning map amendment to allow citizens time to understand any real or perceived impacts the application may have on the community;
- Ensure that the citizens and property owners have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process and;
- Facilitate ongoing communication with the community and potentially affected citizens and adjacent property owners.

Parties to be notified:

- The applicant will reach out to neighboring property owners and residences within 300 feet and Neighborhood Associations and HOAs within 1,000 feet of the area to be rezoned, and individuals on the Registry of Interested persons or groups. Staff has attached a list of all the properties within this identified area in the complete application called: "Property Owner/HOA Notification List." The City of Flagstaff GIS Department generated these lists on October 26th, 2020. The list includes owners and nonowners mailing lists at a minimum of within 300 feet of the proposed rezoning proposal and a list of HOAs at a minimum of 1,000 ft of the proposed rezoning proposal. Maps are included in the submitted data demonstrating the area covered and include buffers beyond the required distance.

Notification Methods:

- The applicant is proposing to mail (via first-class mail of the United States Post Office) the attached Neighborhood Meeting Notice "letter to Community" to all parties described above who are required to be noticed. The letter will invite these parties to neighborhood meetings on Zoom. The letter providing the Zoom meeting link will be sent by first-class mail no later than 15 days prior to the meeting. A sign that will be at least 4' x 4' in size will be installed on the property near the intersection of E Cedar Ave. and N Gemini Rd on the NE corner in the public right of way at least ten days before the first neighborhood meeting. The sign will set forth the purpose, time, date, and place of the meeting. The attached Neighborhood Meeting Sign document "Sign Posting" includes the sign content. The lettering size and design will use Public Hearing sign design standards since the community is used to seeing. The sign shall have a white background with black lettering, with a minimum 2" title text and minimum 1" letter size. The sign shall be securely fastened to metal stakes. It will be made of laminated coroplast, laminated plywood, or other suitable construction material. The sign's height shall be at least four feet from the finished grade to the top of the sign and shall not be obstructed from view.

Neighborhood Meeting Form, Structure, and Agenda Detail

- The meeting will begin with a presentation (draft included in submitted material) from the applicant's team. It will be followed by a question and answer session with participants during which the applicant will attempt to address any concerns. The applicant's proposed plan will be displayed during the presentation. Robert Wallace, Open Space Specialist, and Open Space Commission Members will make the presentation. There will be several talking points (draft included in submitted material) to cover during the meeting. The applicant will also establish communication guidelines at the beginning of the meeting and will reiterate them throughout as needed. At the beginning of the meeting, the applicant's representative will ask all attendees to provide their names and address in the chatbox to record their attendance at the meeting. At the beginning of the meeting, the applicant's project representative will inform the attendees that attendees will have the ability to use the chat function to ask questions respectfully and make comments, and in doing so, to respect the opinions of all attendees. The questions and comments will be addressed during the question and answer session following the presentation. Additionally, the attendees will be notified that they will have the opportunity to verbally provide questions, and input during the question and answer session of the meeting. They will be informed that they will have 3 minutes to speak, and they will be notified when their 3 minutes are up, and only one person will be allowed to talk at a time. They will also be notified that if participants in the meeting continue to interrupt other attendees or presenters, they may be removed from the meeting.
- Presentation and Display of rezoning request: the presentation to the attendees will describe the rezoning request, including the area to be rezoned, the current and proposed use of this area, the current and proposed zoning, reasons behind the rezoning request, the potential improvements that will be made to the area, and any other relevant information. Open Space Commissioners will assist with the presentation and provide input and comments as necessary. Open Space Commissioners will monitor the chat during the presentation. During the presentation, the applicant will also show the proposed Natural Area on the screen so the neighbors can get a full understanding of the site layout and the proposed use subject to the rezoning.
- Discussion with Attendees: The attendees will be muted during the presentation. However, while one member of the applicant's team is speaking, the other members will be monitoring the chatbox to coordinate with attendees who communicate in writing during the meeting. Once the presentation is made, the applicant and his representatives will open the meeting to the attendees for verbal discussion. As stated above, attendees will have at least 3 minutes to speak. They will begin by answering any questions or responding to comments that attendees wrote in the chatbox during the presentation. The

attendees will then be asked if they have additional comments or questions, and the meeting will be opened to verbal discussion. The purpose of this part of the meeting is for the applicant and representatives to engage in dialogue to attempt to address any concerns the attendees may have. Once this discussion is completed, the meeting will be called to an end.

- Additional opportunities for those potentially affected parties to discuss and provide input on the applicant's proposal: The applicant will continue to make themselves available throughout the rezoning process to answer and address questions and concerns via email. It is noted that the applicant's contact information is clearly set forth on the proposed meeting notice to make for easy ongoing communications with the community. The applicant will address and attempt to resolve any concerns expressed by members of the community throughout the rezone process either through email, by phone, or in-person meetings that are specifically requested or arranged. Furthermore, the public will have the opportunity to comment via the Flagstaff Community Forum (draft included in submitted material) during the 60-day comment period. Comments will be accepted through the Flagstaff Community Forum (https://www.opentownhall.com/portals/227/forum). The community forum will include a map of rezoning request, a description of the rezoning request, including the area to be rezoned, the current and proposed use of this area, the current and proposed zoning, reasons behind the rezoning request, the potential improvements that will be made to the area, and any other relevant information. Participants will have the opportunity to provide written comments. Frequently asked questions and comments will be summarized and posted to the Community Forum results page.
- Following the neighborhood meetings, Community Forum, and efforts described above, the applicant will submit to the Planning Development Manager assigned to this rezoning case—Genevieve Pearthree—a Neighborhood Meeting Record of Proceedings and the Neighborhood Meeting Certification in accordance with Section 10-20.20-060 of the City's Zoning Ordinance. These are the methods that will be used to keep City Planning Staff, and the City Planning Director informed of the status.
- The Neighborhood Meeting Record of Proceedings will include details of techniques the applicant used to involve the public, including 1) Dates and location(s) of neighborhood meetings; 2) Copies of letters, notices, newsletters, and other correspondence, including dates and number of mailings or deliveries; 3) A copy of the mailing list; 4) The number and names of people that participated in the process based on the sign-in sheet for the meeting and Community Forum report, and 5) A dated photograph of the sign installed. The report will also include a summary of concerns, issues, and problems expressed during the neighborhood meeting, including the substance of the concerns, issues, problems, and the applicant's response to the comments received at the public meeting. The applicant's responses will be included in the appropriate documents(s) and included in the Neighborhood Meeting Record of Proceedings to the Planning Development Manager. If public comments are not included in any of these documents, an explanation of why they were not included must be provided.

Neighborhood Meeting Plan Steps:

- Create a press release that sets forth the purpose and substance of the proposed application and the time, date, and place of the neighborhood meeting (Release date: November 20th, 2020);
- Schedule meetings after the pre-application review meeting with the Planning Development Manager. All neighborhood meeting requirements must be met before Staff can approve the Zoning Map Amendment, and the public hearing can be scheduled before the Planning & Zoning Commission.
- Submit a copy of the notice to the Planning Development Manager.
- Identify property owners and residents within 300 feet and Neighborhood Associations and HOAs within 1,000 feet of the area to be rezoned, and individuals on the Registry of Interested persons or groups.

- Notify the individuals listed in the bullet point above of the 60-day comment period and meetings by first class mail (Mailing date: November 20th, 2020).
- Post the site with one sign November 20th, 2020) that is at least four feet by four feet in area on the property in a location or locations clearly visible from a public right-of-way to adjacent residents setting forth the purpose, time, date, and place of the neighborhood meeting, with an attached information tube containing copies of the meeting notice. This sign shall be installed a minimum of 10 days prior to the neighborhood meeting.
- Notification of the general public will take several forms:
    - A press release to communicate the virtual meetings and the 60-day comment period will be released.
    - Notification of the Open Space program email list prior to all meetings.
    - Notification on the Open Space Program Facebook page prior to all meetings.
    - Flyers for the open house on community bulletin boards around town.
    - Legal notice for a public hearing.
    - Notification by first class mail all parties required to be notified, as discussed previously in this document.
- Use drafted meeting agendas.
    - Meeting Agenda
        - Provide a short presentation on McMillan Mesa Natural Area's history as it relates to Proposition 413 and the Regional Plan Amendment in response to Proposition 413.
        - Provide a summary of the McMillan Mesa Natural Area Rezone Application to allow citizens time to understand any real or perceived impacts the application may have on the community.
        - Facilitate a discussion to answer questions and receive comments on the McMillan Mesa Natural Area Rezone Application.
- Open the 60-day comment period two weeks prior to the first meeting (November 20th, 2020). Comments will be accepted through the Flagstaff Community Forum (https://www.opentownhall.com/portals/227/forum). Frequently asked questions and comments will be summarized and posted to the Community Forum results page.
- Hold meetings:
    - Virtual Meetings
        - Meeting 1:
            - Form:
                - Zoom Meeting Platform
            - Structure:
                - Presentation followed by question and comment period.
            - Date and Time:
                - December 14th, 2020 5-7 PM.
            - Agenda:
                - Provide a short presentation on the history of McMillan Mesa Natural Area as it relates to Proposition 413.
                - Provide a summary of the McMillan Mesa Natural Area Rezone Application to allow citizens time to understand any real or perceived impacts the application may have on the community.
                - Facilitate a discussion to answer questions and receive comments on the McMillan Mesa Natural Area Rezone Application.
                - Strategies: Provide time for questions during the meeting.
                - Provide time for comments during the meeting.

        - Provide an option to write in a comment via the Flagstaff Community Forum (https://www.opentownhall.com/portals/227/forum).
        - Minutes from the meeting will be posted on the Open Spaces Commission's website.
    - Meeting 2:
        - Form:
            - Zoom Meeting Platform
        - Structure:
            - Presentation followed by question and comment period.
        - Date and Time:
            - Wednesday, January 13th, 2021 5-7 PM.
        - Agenda:
            - Provide a short presentation on the history of McMillan Mesa Natural Area as it relates to Proposition 413.
            - Provide a summary of the McMillan Mesa Natural Area Rezone Application to allow citizens time to understand any real or perceived impacts the application may have on the community.
            - Discuss any changes made in response to feedback from the first neighborhood meeting.
            - Facilitate a discussion to answer questions and receive comments on the McMillan Mesa Natural Area Rezone Application.
        - Strategies:
            - Provide time for questions during the meeting.
            - Provide time for comments during the meeting.
            - Provide an option to write in a comment via the Flagstaff Community Forum (https://www.opentownhall.com/portals/227/forum).
            - Minutes from the meeting will be posted on the Open Spaces Commission's website.
- Meeting 1 will be held virtually as a round table discussion that allows attendees to provide comments and ask questions.
- Meeting 2 will be held virtually as a round table discussion that allows attendees to provide comments and ask questions.
- Draft and send via electronic communication a summary of concerns, issues, problems expressed during the meetings and an overview of the responses given by City staff.

Record of Proceedings:

- A frequently asked questions and comments summary of the meetings will be submitted to the Director. The report will include:
    - Documentation that the meeting was noticed and conducted in compliance with requirements.
    - A list of techniques used to involve the public (including: dates and locations of neighborhood meetings or virtual meetings; a copy of letter, dates and numbers of mailings, a copy of the flyers distributed, dates and times of Facebook posts, a copy of the press releases, and dates and times of email notifications, mailing list, meeting sign in lists (for physical meetings), a dated photograph of the sign installed.
    - A summary of concerns, issues, and problems expressed during the meetings, and a summary of the responses given by City staff.
    - A copy of the written summary to all the people who recorded their names on the sign-in sheet for the meeting.

Meeting Schedule:

- **Meeting 1: Virtual**
  - Location: Zoom meeting
  - Date: Monday, December 14th, 2020
  - Time: 5-7 pm, 2 hours
- **Meeting 2: Virtual**
  - Location: Zoom meeting
  - Date: Wednesday, January 13th, 2021
  - Time: 5-7 pm, 2 hours

Methods to Keep the Director Informed:

- The Director will be notified immediately if there is any change in the location, date, or format of the meetings.
- The results will be provided in a Record of Proceedings, as provided by City Title 11-10.10.020.

Evidence of Plan Approval

X_____

Signature and date of Director

City of Flagstaff

November 20th, 2020

Dear Neighbor,

The purpose of this letter is to inform you that the City of Flagstaff's Open Space Program proposes to file for a Zoning Map Amendment for the McMillan Mesa Natural Area (to view a map visit: https://flagstaff.az.gov/4169/McMillian-Mesa), application number: PZ-20-00063. The application intends to change the existing Public Facilities and Rural Residential Zoning to Public Open Space Zoning for passive recreation and preservation. On November 8th, 2016, Flagstaff voters voted in favor of Proposition 413 – Campaign for a Greater Buffalo Park. This proposition restricted the use of approximately 300 acres of City-owned property on McMillan Mesa to public open space and passive recreation. The City Council approved the McMillan Mesa Natural Area major plan amendment (Resolution Number 2018-50) on Tuesday, October 16th, 2018. The next step is to amend the existing zoning of the McMillan Mesa Natural Area from Public Facilities and Rural Residential Zoning to Public Open Space.

To provide interested community members an opportunity to review the proposal and ask questions of staff, two meetings will take place.

Meeting 1: Community Virtual Meeting

- **Location:** Zoom Meeting Platform.
- **Link:** https://us02web.zoom.us/j/83705245335?pwd=OUZFdG5sWmR1SzBPR0NYNTc1emtSQT09
- **QR Code:**
- **Date/Time:** Monday, December 14th, 2020. 5-7 pm, 2 hours.

Meeting 2: City of Flagstaff Open Space Commission Virtual Meeting: Staff will present the draft amendment at a regular meeting of the Open Space Commission

- **Location:** Zoom Meeting Platform.
- **Link:** https://us02web.zoom.us/j/81886607204?pwd=NzZQRmZiYmlFUzlESzlGa09zU0ZKZz09
- **QR Code:**
- **Date/Time:** Wednesday, January 13th, 2021. 5-7 pm, 2 hours.

Each meeting will begin with a short presentation on McMillan Mesa Natural Area's history as it relates to Proposition 413, to be followed by the opportunity to provide feedback, and ask questions about the Zoning Map Amendment application.

If you cannot attend, you may also submit comments through the Flagstaff Community Forum (https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum) from December 1st, 2020 – January 31st, 2021. If you currently do not reside at this address, please notify tenants about this public participation opportunity.

If you have any questions, staff are happy to discuss them with you. You may contact Robert Wallace, Open Space Specialist at Robert.wallace@flagstaffaz.gov or (928) 213-2154. Please contact Genevieve Pearthree, the Planning Development Manager assigned to this case, with any questions about the Zoning Map Amendment process. She is available at gpearthree@flagstaffaz.gov or 928-213-2603.

As an interested party, property owner, resident, or HOA within the vicinity of this request, we greatly appreciate your input. Thank you for your attention to this letter.

Sincerely,

Robert D. Wallace

Robert Wallace | Open Space Specialist
City of Flagstaff Sustainability Section
Robert.Wallace@flagstaffaz.gov | 928.213.2154

City of Flagstaff

Media Advisory
Nov. 20, 2020
For Immediate Release

City seeks input on McMillan Mesa Natural Area rezone amendment application

FLAGSTAFF, Ariz– Proposition 413 (Campaign for a Greater Buffalo Park) was passed by Flagstaff voters in 2016. This proposition restricted the use of approximately 300 acres of City-owned property on McMillan Mesa to public open space and passive recreation. The land affected by Proposition 413 is currently zoned as Public Facilities and Rural Residential. The City Council directed staff to amend the Zoning Code to reflect the outcomes of Proposition 413. The City Council approved the McMillan Mesa Natural Area major plan amendment in 2018, the next step is to amend the existing zoning of the area Public Facilities and Rural Residential Zoning to Public Open Space.

To complete the Zoning Amendment application, the city is holding two community virtual meetings and a 60-day comment period to provide citizens the opportunity to review and comment on the application, to ensure citizens and property owners have an adequate opportunity to learn about application that may affect them and to facilitate ongoing communication with the community to resolve concerns.

Community meetings are on the following dates:

Meeting 1: Community Virtual Meeting

- Location: Zoom Meeting Platform: https://us02web.zoom.us/j/83705245335?pwd=OUZFdG5sWmR1SzBPR0NYNTc1emtSQT09
- QR Code:
- Date: Dec. 14, 2020.
- Time: 5-7 p.m.

Meeting 2: Community Virtual Meeting

- Zoom Meeting Platform: https://us02web.zoom.us/j/81886607204?pwd=NzZQRmZiYmlFUzlESzlGa09zU0ZKZz09

- QR Code:
- Date: Jan. 13, 2021
- Time: 5-7 p.m.

Each meeting will begin with a short presentation on McMillan Mesa Natural Area's history as it relates to Proposition 413, to be followed by the opportunity to provide feedback, and ask questions about the Zoning Map Amendment application. Comments will also be accepted through the Flagstaff Community Forum (https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum) from December 1st, 2020 – January 31st, 2021.

If you have any questions about the McMillan Mesa Natural Area Rezoning Application or the upcoming public meetings, please contact Robert Wallace at 928-213-2154 or robert.wallace@flagstaffaz.gov. Please contact Genevieve Pearthree, Planning Development Manager, at gpearthree@flagstaffaz.gov or 928-213-2603 for questions about the Zoning Map Amendment application process.

###

Newsletter Content Community Notifications

Newsletter Notification Content 1:

City seeks input on McMillan Mesa Natural Area rezone amendment application

FLAGSTAFF, Arizona– Proposition 413 (Campaign for a Greater Buffalo Park) was passed by Flagstaff voters in 2016. This proposition restricted the use of approximately 300 acres of City-owned property on McMillan Mesa to public open space and passive recreation. The land affected by Proposition 413 is currently zoned as Public Facilities and Rural Residential. The City Council directed staff to amend the Zoning Code to reflect the outcomes of Proposition 413. The City Council approved the McMillan Mesa Natural Area major plan amendment in 2018, and the next step is to amend the existing zoning of the area Public Facilities and Rural Residential Zoning to Public Open Space.

To complete the Zoning Amendment application, the city is holding two community virtual meetings and a 60-day comment period to provide citizens the opportunity to ask about and comment on the application, and to facilitate ongoing communication with the community to resolve concerns.

Meeting 1: Community Virtual Meeting

- **Location:** Zoom Meeting Platform.
- **Link:** https://us02web.zoom.us/j/83705245335?pwd=OUZFdG5sWmR1SzBPR0NYNTc1emtSQT09
- **QR Code:**
- **Date/Time:** Monday, December 14th, 2020. 5-7 pm, 2 hours.

Meeting 2: Community Virtual Meeting

- **Location:** Zoom Meeting Platform.
- **Link:** https://us02web.zoom.us/j/81886607204?pwd=NzZQRmZiYmlFUzlESzlGa09zU0ZKZz09
- **QR Code:**
- **Date/Time:** Wednesday, January 13th, 2021. 5-7 pm, 2 hours.

Each meeting will begin with a short presentation on McMillan Mesa Natural Area's history as it relates to Proposition 413, to be followed by the opportunity to provide feedback, and ask questions about the Zoning Map Amendment application.

If you cannot attend, you may also submit comments through the Flagstaff Community Forum (https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum) from December 1st, 2020 – January 31st, 2021.

If you have any questions, staff are happy to discuss them with you. You may contact Robert Wallace, Open Space Specialist at Robert.wallace@flagstaffaz.gov or (928) 213-2154. Please contact Genevieve Pearthree, the Planning Development Manager assigned to this case, with any questions about the Zoning Map Amendment process. She is available at gpearthree@flagstaffaz.gov or 928-213-2603.

As an interested community member, we greatly appreciate your input. Please feel free to share this opportunity with others, so they may have the opportunity to participate.

Vicinity Map : McMillan Mesa Natural Area

Newsletter Notification Content 2:

City seeks input on McMillan Mesa Natural Area rezone amendment application

FLAGSTAFF, Arizona– Proposition 413 (Campaign for a Greater Buffalo Park) was passed by Flagstaff voters in 2016. This proposition restricted the use of approximately 300 acres of City-owned property on McMillan Mesa to public open space and passive recreation. The land affected by Proposition 413 is currently zoned as Public Facilities and Rural Residential. The City Council directed staff to amend the Zoning Code to reflect the outcomes of Proposition 413. The City Council approved the McMillan Mesa Natural Area major plan amendment in 2018, and the next step is to amend the existing zoning of the area Public Facilities and Rural Residential Zoning to Public Open Space.

A second and final meeting to provide interested community members the opportunity to ask questions about the proposal and provide comments will take place on January 13th.

Meeting: Community Virtual Meeting

- **Location:** Zoom Meeting Platform.
- **Link:** https://us02web.zoom.us/j/81886607204?pwd=NzZQRmZiYmlFUzlESzlGa09zU0ZKZz09
- **QR Code:**
- **Date/Time:** Wednesday, January 13th, 2021. 5-7 pm, 2 hours.

This meeting will begin with a short presentation on McMillan Mesa Natural Area's history as it relates to Proposition 413, to be followed by the opportunity to provide feedback and ask questions about the Zoning Map Amendment application.

If you cannot attend, you may also submit comments through the Flagstaff Community Forum (https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum) from December 1st, 2020 – January 31st, 2021.

If you have any questions, staff are happy to discuss them with you. You may contact Robert Wallace, Open Space Specialist, at Robert.wallace@flagstaffaz.gov or (928) 213-2154. Please contact Genevieve Pearthree, the Planning Development Manager assigned to this case, with any questions about the Zoning Map Amendment process. She is available at gpearthree@flagstaffaz.gov or 928-213-2603.

Vicinity Map : McMillan Mesa Natural Area

9/28/2020

Posted on November 20th, 2020

McMillan Mesa Natural Area Neighborhood Meeting Publicity and Record Documentation PZ-20-00063

Neighborhood Meeting 1: December 14th, 2020, 5-7 PM, Virtual Meeting – Zoom Platform

1) Neighborhood Meeting Notice sign posted at Gemini & Cedar on the McMillan Mesa Natural Area on November 19th, 2020 (attachment)
2) Press release sent out on November 20th, 2020 (attachment)
3) Letter to community sent out on November 20th, 2020 (attachment)
4) Mail listing for community letter (attachment)
5) Flagstaff Community Forum went live on November 20th, 2020
   a) https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum
6) E-mail notification sent out December 2nd, 2020 (attachment)
7) E-mail notification list (attachment)
8) Flyer hung in various locations around Flagstaff community week prior to meeting
   a) https://www.canva.com/design/DAENVktdZIU/xOJjcD-h2vNgvmO9ZjZRqg/view?utm_content=DAENVktdZIU&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
9) Sustainability December newsletter notice.
10) Sustainability Facebook event released for the 12/14/20 meeting
   a) https://www.canva.com/design/DAENs5UTfWI/ekhLdKUwAtPO7plMmuiUYA/watch?utm_content=DAENs5UTfWI&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
      i) https://www.facebook.com/FlagstaffSustainabilityProgram/
11) Sustainability Facebook post "Save the Date" for the 12/14/20 meeting
   a) https://www.canva.com/design/DAENtRNvrHQ/xyLa4MpaKIoXNlHIR-FE1Q/view?utm_content=DAENtRNvrHQ&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
      i) https://www.facebook.com/FlagstaffSustainabilityProgram/
12) Sustainability Facebook post for the 12/14/20 meeting itself (again directing people to the event) posted the week of the event (12/07/2020).
   a) https://www.canva.com/design/DAENtQq8Xaw/_QBADMM__9PE9f4Wzdq2VA/view?utm_content=DAENtQq8Xaw&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
      i) https://www.facebook.com/FlagstaffSustainabilityProgram/
13) Meeting 1 held on December 14th 2020.
   a) This meeting records:
      (1) A record of attendees
      (2) A summary of concerns, issues, and problems expressed during the meetings, and a summary of the responses given by City staff (attachment)

Neighborhood Meeting 2: January 13th, 2021, 5-7 PM, Virtual Meeting – Zoom Platform

1) Neighborhood Meeting Notice sign posted at Gemini & Cedar on the McMillan Mesa Natural Area on November 19th, 2020 (attachment)
2) Press release sent out on November 20th, 2020 (attachment)
3) Letter to community sent out on November 20th, 2020 (attachment)
4) Mail listing for community letter (attachment)
5) Flagstaff Community Forum went live on November 20th, 2020
   a) https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum
6) E-mail notification sent out January 6th, 2021 (attachment)
7) E-mail notification list (attachment)
8) Flyer hung in various locations around Flagstaff community week prior to meeting #1

9) Sustainability January newsletter notice.
10) Facebook event for the 1/13/21 meeting released on 12/27/2020.
    a) https://www.canva.com/design/DAENtCuo874/ioD2HiRwQk5UzcYz8HNi1g/watch?utm_content=DAENtCuo874&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
        i) https://www.facebook.com/FlagstaffSustainabilityProgram/
11) Facebook post "Save the Date" for the 1/13/21 mtg (directing people to the event)- released on 12/27/2020.
    a) https://www.canva.com/design/DAENtagURUw/En6uaej_CaILxMy6uAJ6EQ/view?utm_content=DAENtagURUw&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
        i) https://www.facebook.com/FlagstaffSustainabilityProgram/
12) Facebook post for the 1/13/21 mtg (again directing people to the Facebook event)- released on 1/4/21.
    a) https://www.canva.com/design/DAENtd3xpSQ/SFOos7uJN3Pxp4PeMMATXQ/view?utm_content=DAENtd3xpSQ&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
        i) https://www.facebook.com/FlagstaffSustainabilityProgram/
13) Meeting 2 held on January 13th. 2021.
    a) This meeting records
        (1) A record of attendees
        (2) A summary of concerns, issues, and problems expressed during the meetings, and a summary of the responses given by City staff (attachment)

Post Meeting Documented Steps:

1) Community Forum 60 - day participation opportunity, closed January 31st, 2021
    a. Closing summary was reported.
2) Attendee notification sent out to all attendees to public meetings on March 8, 2021.
3) **I.9 Neighborhood Meeting Record of Proceedings Check List Documentation**
    1. Certification that the meeting was noticed and conducted in compliance with Zoning Code Section 10-20.30.060.
        a. The certification letter is included on Page 15 of the document called, "I.1 & I.3_Zoning Map Amendment Checklist_PZ-20-00063_revised_3_8_2021" The certification letter needs the application manger Genevieve Pearthree's approval and signature.
    2. Written summary of the meetings that includes:
        a. Written summary is complete – called, "McMillan Mesa Rezone Neighborhood Meetings Summary_PZ_20_00063_editedGP"
    3. Certification, on a form established by the Planning Director, that the meeting was noticed and conducted in compliance with the requirements of this section.
        a. The certification letter is included on Page 15 of the document called, "I.1 & I.3_Zoning Map Amendment Checklist_PZ-20-00063_revised_3_8_2021" The certification letter needs the application manger Genevieve Pearthree's approval and signature.
    4. Details of techniques the applicant used to involve the public, including:
        a. Dates and location(s) of neighborhood meetings;
            i. Documentation included in "NeighborhoodMeetingComplianceRequirementReport_PZ_20_00063".
            ii. Documentation included in "Presentation_Neighborhood Meetings_PZ_20_00063".
            iii. Documentation included in "Community Meetings Talking Points Structure Forum PZ-20-00063".
            iv. Documentation included in "Community Forum 60 day Comment Period Report_PZ-20-00063".
        b. Copies of letters, notices, newsletters, and other correspondence, including dates and number of mailings or deliveries;

i. Documentation included in "NeighborhoodMeetingComplianceRequirementReport_PZ_20_00063".
ii. Documentation included in "Flagstaff Neighborhood Meeting Email Notifications_PZ_20_00063".
iii. Documentation included in "I.8 Neighborhood meeting letter to community_PZ_20_00063".
iv. Documentation included in "I.8 Public Press Release_PZ_20_00063".
v. Documentation included in "Newsletter Content_PZ_20_00063".

c. A copy of the mailing list and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located;
   i. Documentation included in "E-mail notification list_PZ_20_00063"
   ii. Documentation included in "HOAs1000ft_MMSA_Map_PZ_20_00063".
   iii. Documentation included in "MMSAMailingLists_PZ_20_00063".
   iv. Documentation included in "ResidentsOwners300ft_MMSA_Map_PZ_20_00063".

d. The number and names of people that participated in the process based on the sign-in sheet for the meeting; and
   i. Documentation included in "McMillan Mesa Rezone Neighborhood Meetings Summary_PZ_20_00063_editedGP".

e. A dated photograph of the sign installed.
   i. Documentation included in "Neighborhood Meeting Sign Posting_MM_11_20_20_PZ_20_00063".

5. A summary of concerns, issues, and problems expressed during the neighborhood meeting, including:
   a. The substance of the concerns, issues, and problems; and
      i. Documentation included in "McMillan Mesa Rezone Neighborhood Meetings Summary_PZ_20_00063_editedGP".
   b. The applicant's response to the comments received at the public meeting. The applicant's responses shall be included on the site plan, illustrative plan, other planning documents(s), and/or in an associated report. If public comments are not included in any of these documents, an explanation of why they were not included must be provided.
      i. Documentation included in "Community Forum 60 day Comment Period Report_PZ-20-00063".
      ii. Documentation included in "McMillan Mesa Rezone Neighborhood Meetings Summary_PZ_20_00063_editedGP
6. The applicant shall also send a copy of the written summary to all the people who recorded their names on the sign-in sheet for the meeting.
      i. Documentation included in "McMillan Mesa Rezone Neighborhood Meetings Summary_PZ_20_00063_editedGP".

Neighborhood Meeting Certification

I, Robert Wallace, the authorized representative of McMillan Mesa Natural Area Zoning Map Amendment, do hereby attest that the neighborhood meeting for Project No. PZ-20-00063 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code and included the following:

- ☑ A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on 11/06/2020 and accepted by the City of Flagstaff on 11/25/2020.
- ☑ A list of property owners within 300/1,000 feet of the subject property boundaries was prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.
- ☑ Notices of the neighborhood meeting were sent via first class mail on 11/20/2020 to all property owners within 300/1,000 feet of the subject property boundaries, to all tenants residing on the subject property, to all Homeowners Associations (HOAs) within 1,000 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- ☑ A total of 1 neighborhood meeting notification sign(s) were installed on 11/20/2020 at the following location(s):
  - NE corner of E Cedar Ave. and N. Gemini Rd. Flagstaff, AZ
  -
  -
- ☑ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 3/08/2021.
- ☑ Copies of the Citizen Participation Report were sent via first class mail on 03/08/2021 to all persons who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant:

Robert Wallace

Signature:

Robert Wallace Digitally signed by Robert Wallace
Date: 2021.08.23 11:24:45 -07'00'

City of Flagstaff McMillan Mesa Natural Area Rezone

Neighborhood Meetings and Public Comment Summary

Neighborhood Meeting Session 1
December 14, 2020 | 5:00 PM – 7:00 PM
Virtual Meeting (Zoom)

This meeting was noticed and conducted in compliance with Zoning Code Section 10-20.30.060.

22 Attendees

- Andy Bessler; 1255 N. Hemlock Way, Flagstaff AZ 86001
- Bryan Burton; 686 W. Old Territory Trail, Flagstaff AZ 86005
- Lisa Clark; 2724 E. Lewis Dr., Flagstaff AZ 86004
- Steve Finch; PO Box 30622, Flagstaff AZ 86003
- Lisa Gabaldon; 3601 N. Paradise Rd., Flagstaff AZ 86004
- Chris Gunn; 303 E. David Dr., Flagstaff AZ 86001
- Lori Hare; 426 W. Juniper Ave., Flagstaff AZ 86001
- Anna Hoffman; 1600 E. Rt. 66, Flagstaff AZ 86001
- Kara Kelty; 1175 N. Hemlock Way, Flagstaff AZ 86001
- Paul Kulpinski; 1515 E. Cedar Ave., Suite D-1, Flagstaff AZ 86004
- Karen Malis-Clark; 63 W. Pine Ave., Flagstaff AZ 86001
- Craig and Christi McMurray; 1155 N. Hemlock Way, Flagstaff AZ 86001
- Genevieve Pearthree; 211 W. Aspen Ave., Flagstaff AZ 86001
- Barbara Phillips; 1603 N. Sunset Dr., Flagstaff AZ 86001
- Rebecca Sayers; 211 W. Aspen Ave., Flagstaff AZ 86001
- Deborah Soltesz; 8815 N. Lunar Dr., Flagstaff AZ 86004
- Dennis Sperle; 3372 N. Estates St., Flagstaff AZ 86001
- Sylvia Struss; 2603 E. Elder Dr., Flagstaff AZ 86004
- Ian Torrence; 863 N. Pinecliff Dr., Flagstaff AZ 86001
- Robert Wallace; 4410 S. Lance Rd., Flagstaff AZ 86005
- Wm. Michael Wilson; 3639 S. Cheryl Dr., Flagstaff AZ 86005

Meeting Summary

The purpose of this neighborhood meeting was to provide background information and get feedback from the public on the McMillan Mesa area's proposed rezoning. The area is currently a patchwork of different types of zoning. To align with Proposition 413, the City's Regional Plan, and better manage the site, the City is proposing to rezone ten parcels currently zoned Rural Residential, Public Facilities, and Research & Development to Public Open Space. Below is a summary of concerns, issues, and questions regarding clarification and process that were discussed during the meeting on December 14, 2020. Additional feedback was provided through the Community Forum; results from the 60 – day public comment period and the community forum are included in this document.

Questions

When will this application be going to City Council for approval?

- Response: There is no date set yet, as the timing will be dependent on when the application materials are completed. The Open Space Program will be posting the date on social media when it is finalized. This information will also be included in the public notice for the Planning and Zoning Commission hearing.

Is any opposition from City Council expected for the rezone?

- Response: The rezone application process was initiated with direction from Council; the public is welcome to attend the Council meeting to share their agreement/disagreement with the proposed rezone and ordinance.

What are opposing voices saying to this proposal?

- Response: Both positive and negative impacts have been considered by staff and are included in the proposed rezoning application. Proposition 413 and the proposed rezoning eliminates a possible future access road between Ponderosa Pkwy and Gemini Rd., reduces the size of the business park on McMillan Mesa, reduces the potential for a source of in-fill for the City, and would further separate the east side of town from the west side.

Is there an existing plan that includes mapping the current vegetation and treatment of invasive plants on McMillan Mesa?

- Response: There is a Legally-Designated Open Space Management Plan that was recently revised and approved by the City Council, which includes directives for managing invasive plants and vegetation. However, implementation is limited by funding availability. Plans specific to each of the main Natural Areas can be found on the Flagstaff Open Space website.

With the establishment of the Open Space, what is the possibility of cooperation with the adjacent landowners on invasive plant treatments?

- Response: With partner support, the Open Space Program has already started to connect with neighboring landowners to encourage cooperation on invasive plant management, and so far, neighbors are favorable to cooperating. The City will continue these efforts and utilize existing partnerships with organizations like the Arboretum at Flagstaff to help coordinate volunteer-based weed pulls that target invasive weeds on McMillan Mesa.

What is the current zoning of parcel 10128007F? The City zoning map shows it as Public Open Space already, but it is not included in this rezone.

- Response: The parcel in question is not owned by the City of Flagstaff. The owner's name is MMV DEVCO LLC, address: 15300 N 90th St. Number 200 Scottsdale, AZ 85260. This parcel already has Public Open Space zoning. It was set aside as part of the Switzer Mesa subdivision development, so it does not need to be rezoned. It is included as part of the McMillan Mesa Small Area Plan.

To the east of the Natural Area is mostly zoned as medium-density residential (MR), but there are some high-density zoned (HR) parcels to the south. Would it be possible to rezone those parcels?

- Response: While those areas are zoned as HR, there is currently no high-density residential development there. However, those parcels are privately owned, so they are outside of the scope of the current rezoning process.

Has there been any feedback provided from residents that back the trails and the Open Space property?

- Response: While there has been targeted outreach to these residents within the required radius of the McMillan Mesa property, there have been no comments received yet regarding the preservation of the Property. These residents will also be receiving notifications for the public hearing. All notifications for the neighborhood meeting(s), the Planning and Zoning Commission, and City Council hearings have been or will be noticed according to the requirements set forth in the City of Flagstaff Zoning Code.

Additional Feedback – Community Forum Questions

Questions asked:

1. How satisfied are you with current trailhead access and parking for the McMillan Mesa Natural Area? (main parking at Buffalo Park)
    a. Satisfied
    b. Neutral
    c. Dissatisfied
    d. Other
2. Do you support rezoning this Property to Public Open Space from Public Facilities and Rural Residential?
    a. Yes
    b. No
    c. What's a rezoning?
    d. Other
3. What concerns do you have for McMillan Mesa Natural Area?
    a. Illegal camping in the Natural Area
    b. Human/wildlife interactions
    c. Deterioration of the Natural Area due to increased use
    d. Lack of wildlife corridors to and from the Natural Area
    e. Illegal dumping and litter
    f. Other
4. Would you attend a community tour to become more familiar with the McMillan Mesa Natural Area?
    a. Yes
    b. No
    c. Other
5. If the City were to allocate additional funding to support the management of McMillan Mesa Natural Area, what funding mechanisms would you support?
    a. Municipal Bond
    b. An additional fee (less than $2.00) on City municipal bill (trash, water, sewer)
    c. A small increase to Flagstaff's sales tax (less than 0.1%)
    d. Small property tax increase
    e. User fees
    f. None of the above
    g. Other
6. If you had $10,000 to spend on McMillan Mesa Natural Area, how would you allocate it across the following categories? (1 dot = $1,000)
    a. Routine maintenance
    b. Maintaining existing trails
    c. Restoration of unauthorized trails
    d. Trail improvements
    e. Signage improvements
    f. Invasive plant management

    g. Other
7. Is there a preserved OS property within 15-minute walk of where you live?
    a. Yes
    b. No
    c. I'm not sure
8. What neighborhood do you live in?
    a. Write response
9. Do you have additional comments you would like to share regarding McMillan Mesa Natural Area?
    a. Other

Feedback:

- Most attendees were generally satisfied with the current trailhead access and parking for McMillan Mesa, though alternate parking is sometimes required, and parking can be difficult to find when there are events.
- Attendees generally supported rezoning this Property to Public Open Space.
- Concerns for McMillan Mesa Natural Area include illegal camping, human/wildlife interactions, deterioration due to increased use, lack of wildlife corridors, illegal dumping and litter, and invasive plants.
- Attendees expressed interest in attending a community tour to become more familiar with the Natural Area.
- If the City were to allocate additional funding to support the management of McMillan Mesa Natural Area, what funding mechanisms would you support?
    - Municipal bond (4 agreed, 1 disagreed, 1 agreed only if the bond would apply to other Open Space areas as well)
    - An additional fee on City municipal bill (3 agreed)
    - A small increase to Flagstaff's sales tax (4 agreed)
    - Small property tax increase (4 agreed)
    - User fees (1 agreed, 2 disagreed)
    - Additional suggestions: donations, outside grants
- Most attendees would allocate $10,000 on maintenance, with some suggestions for restoration of unauthorized trails and signage in addition to invasive plant treatments.
- Most attendees have a preserved Open Space property within a 15-minute walk of where they live, with the exception of the south side of Flagstaff.
- These neighborhoods were represented:
    - Switzer Ridge/Mesa
    - Sunnyside
    - Lower Greenlaw
    - Ponderosa Trails
    - Downtown Flagstaff
    - Flagstaff Townsite
    - University Heights/Highlands
    - Grand View Homes
    - Cherry Hill
    - Hospital Hill
    - Koch Field
    - Valley Crest

Neighborhood Meeting Session 2
January 13, 2021 | 5:00 PM – 7:00 PM
Virtual Meeting (Zoom)

This meeting was noticed and conducted in compliance with Zoning Code Section 10-20.30.060.

16 Attendees

- Cheryl Barlow; 219 E. Cherry Ave., Flagstaff AZ 86045
- Andy Bessler; 1255 N. Hemlock Way, Flagstaff AZ 86001
- Valarie Bryant; 1300 N. Indian Springs Lane, Flagstaff AZ 86004
- Bryan Burton; 686 W. Old Territory Trail, Flagstaff AZ 86005
- Lisa Clark; 2724 E. Lewis Dr., Flagstaff AZ 86004
- Justin Inglis; 2816 N. First St. #1, Flagstaff AZ 86004
- Michele James; P.O. Box 23462**,** Flagstaff, AZ 86002
- Robert Larkin; 115 E. Terrace Ave. Apt. 10, Flagstaff AZ 86001
- Genevieve Pearthree; 211 W. Aspen Ave., Flagstaff AZ 86001
- Rebecca Sayers; 211 W. Aspen Ave., Flagstaff AZ 86001
- April Smith; 1351 N. Pine Cliff Dr., Flagstaff AZ 86001
- Sylvia Struss; 2603 E. Elder Dr., Flagstaff AZ 86004
- Ian Torrence; 863 N. Pinecliff Dr., Flagstaff AZ 86001
- Robert Wallace; 4410 S. Lance Rd., Flagstaff AZ 86005
- Wm Michael Wilson; 3639 S. Cheryl Dr., Flagstaff AZ 86005
- Naomi Yazzie-Sloan; 219 E. Cherry Ave., Flagstaff AZ 86045

Meeting Summary

The purpose of this neighborhood meeting was to provide background information and get feedback from the public on the McMillan Mesa area's proposed rezoning. The area is currently a patchwork of different types of zoning. To align with Proposition 413, the City's Regional Plan, and better manage the site, the City is proposing to rezone ten parcels currently zoned Rural Residential, Public Facilities, and Research & Development to Public Open Space. There was only one concern specifically related to the rezone application regarding the need for it, while other concerns were related to the management of the Open Space area. Details from the January 13, 2021 meeting, including answers to process and clarification questions, are shown below. Nearly all attendees supported the proposed rezone of the McMillan Mesa area. Additional feedback was provided through the Community Forum; results from the 60 – day public comment period and the community forum are included in this document.

Questions

What areas are included in the rezone?

- Response: South of Cedar Ave. around the residential areas and north of Cedar Ave. just southwest of Buffalo Park.

What is meant by "Open Space"?

- Response: Certain open areas are identified in the City Open Space and Greenways Plan. These areas are different from parks within the City as they contain minimal infrastructure. Protecting these areas also protects the natural integrity of the area and maintains the natural character of our community. The following are the City's current, formally managed Open Space areas: Picture Canyon Natural and Cultural Preserve, McMillan Mesa Natural Area, Observatory Mesa Natural Area, and Schultz Creek Natural Area.

Have there been any efforts or initiatives to put another bridge on the lower end of Cedar by McPherson Park?

- Response: This idea was discussed by the Flagstaff Open Space and Parks and Recreation joint commissions when a potential bond measure was being crafted. The intent was to allow for the development of a loop system of trails, but there have not been any more specific discussions in the Open Space Program yet due to a lack of funding. The idea is currently tabled, though it could be brought back for review.

Is it correct to assume that this is likely to pass easily at the City Council level?

- Response: The rezoning effort was started based on City Council's direction, but with new Council members and a new Mayor in place, there are some unknowns. Regardless, there is value in participating in the process, and attendees are encouraged to comment during the Planning and Zoning Commission and City Council meetings to represent their views. If the rezone does not pass, the property management should not change due to Proposition 413, but those areas would not be zoned Public Open Space.

When will this item be on the City Council agenda?

- Response: It is not on a City Council agenda yet as the other steps (e.g., completing the application, staff review, Planning and Zoning Commission hearing, etc.) need to happen first, but those dates will be published when they are finalized.

Concerns

Rezone: What is the value in rezoning and having this public meeting if the Proposition vote already happened?

- Response: Rezoning the Property to Public Open Space solidifies these properties as open space. Public Open Space land is primarily for passive recreation. Rezoning the Property will also align with Propostion 413, the City's Regional Plan, and allow for clarity as it pertains to property management. The public can share their views with City Council during public participation. The materials provided to City Council will also include a record of proceedings from neighborhood meetings.

Open Space: Unauthorized trail use through the grasslands at the top of the mesa

- Discussion: These trails need to be formalized or closed to use and restored because of the impact on the grassland. They are mostly utilized by students, so the City should work with the school to improve the parking situation and mitigate the need to use the unauthorized trails.
- Response: These trails will be assessed by the Open Space Commission.

Open Space: While homeless encampments are an issue on McMillan Mesa, other options need to be provided to these individuals rather than just asking them to leave.

- Response: The Open Space Program works with the Flagstaff Police Department when clearing these encampments. The Police Department always provides information about other services and resources in town that can be utilized.

Additional Feedback – Community Forum Questions

Attendees were asked the same questions as in the first neighborhood meeting (See above list of questions).

Feedback:

- Attendees were generally concerned that the shared parking for McMillan Mesa and Buffalo Park is not always sufficient to handle the number of vehicles. Suggested upgrades included paving the parking lot and removing invasive elm trees.
- Attendees generally supported rezoning this Property to Public Open Space.
- Concerns for McMillan Mesa Natural Area include deterioration due to increased use, illegal dumping and litter, illegal camping, lack of wildlife corridors, human/wildlife interactions, unauthorized trails, and erosion from runoff.
- Attendees expressed interest in attending a community tour to become more familiar with the Natural Area.
- If the City were to allocate additional funding to support the management of McMillan Mesa Natural Area, what funding mechanisms would you support?
    - Municipal bond that would be put on a ballot (5 agreed)
    - An additional fee on City municipal bill (4 agreed)
    - A small increase to Flagstaff's sales tax (5 agreed)
    - Small property tax increase (5 agreed)
    - User fees such as a self-pay station for entrance fees (2 agreed, 2 disagreed)
    - Additional suggestions: donations, fundraising, Friends of McMillan Mesa effort possibly led by Friends of Flagstaff's Future or another Flagstaff-based non-governmental organization
- Generally, attendees agreed that funding should be focused primarily on maintenance with additional suggestions to restore unauthorized trails, implement trail improvements, signage improvements, and invasive plant control.
- Most attendees have a preserved Open Space property within a 15-minute walk of where they live, with the exception of University Heights.
- These neighborhoods were represented:
    - Country Club Estates
    - McMillan Mesa Village
    - Switzer Ridge/Mesa
    - Sunnyside
    - Lower Greenlaw
    - Ponderosa Trails
    - Downtown Flagstaff
    - Flagstaff Townsite
    - University Heights/Highlands

60 – Day Public Comment Period and Community Forum Results

Open Comment Period:
Topic Start: November 20, 2020, 8:11 PM
Topic End: February 2, 2021, 3:58 PM

This forum had:

- Attendees: 127
- Responses: 73
- Witten feedback submission: 1
- Approximate verbal comments conveyed to staff: 5

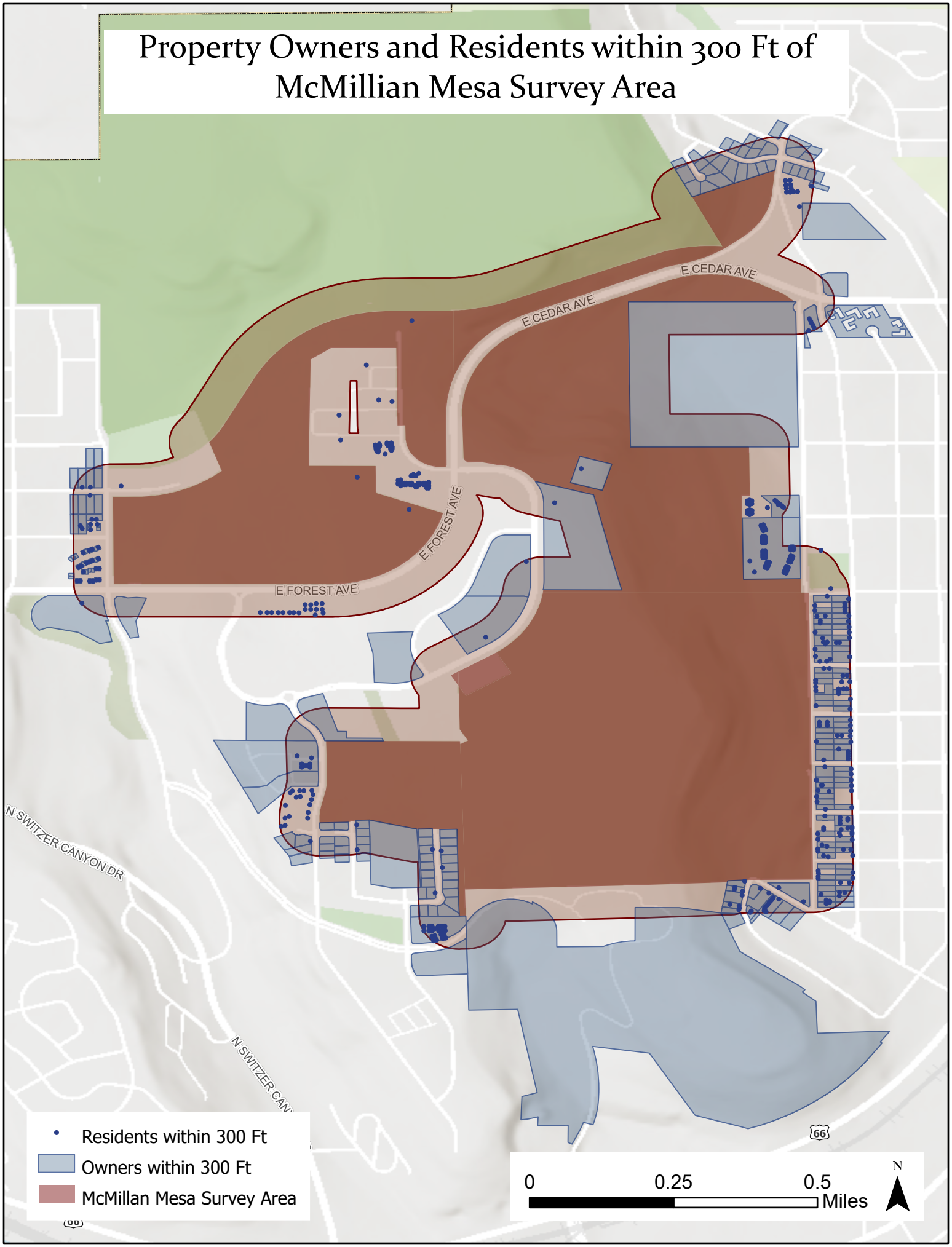
Community Forum High-Level Summary (Includes review of Community Forum survey, written comments, and verbal comments received separately from neighborhood meetings):

> Flagstaff Open Space received 79 responses during the public comment period. Overall, most people, approximately 84%, indicated that they support the Property rezone to Public Open Space from Public Facilities and Rural Residential. In comparison, only 8% stated that they did not support the proposed rezoning. Respondents indicated in written feedback the need for the zoning change to meet the voters' intent for the Greater Buffalo Park. Most preferred minimized or no developments or improvements to the Property, and keeping the Property natural. There were some concerns related to increased use and the deterioration of the Natural Area. Over 80% of respondents indicated support for additional funding to support McMillan Mesa Natural Area's management, with 49% specifically supporting an additional fee (less than $2.00) on City municipal bill. A detailed survey report can be viewed on The Flagstaff's Community Forum: https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum

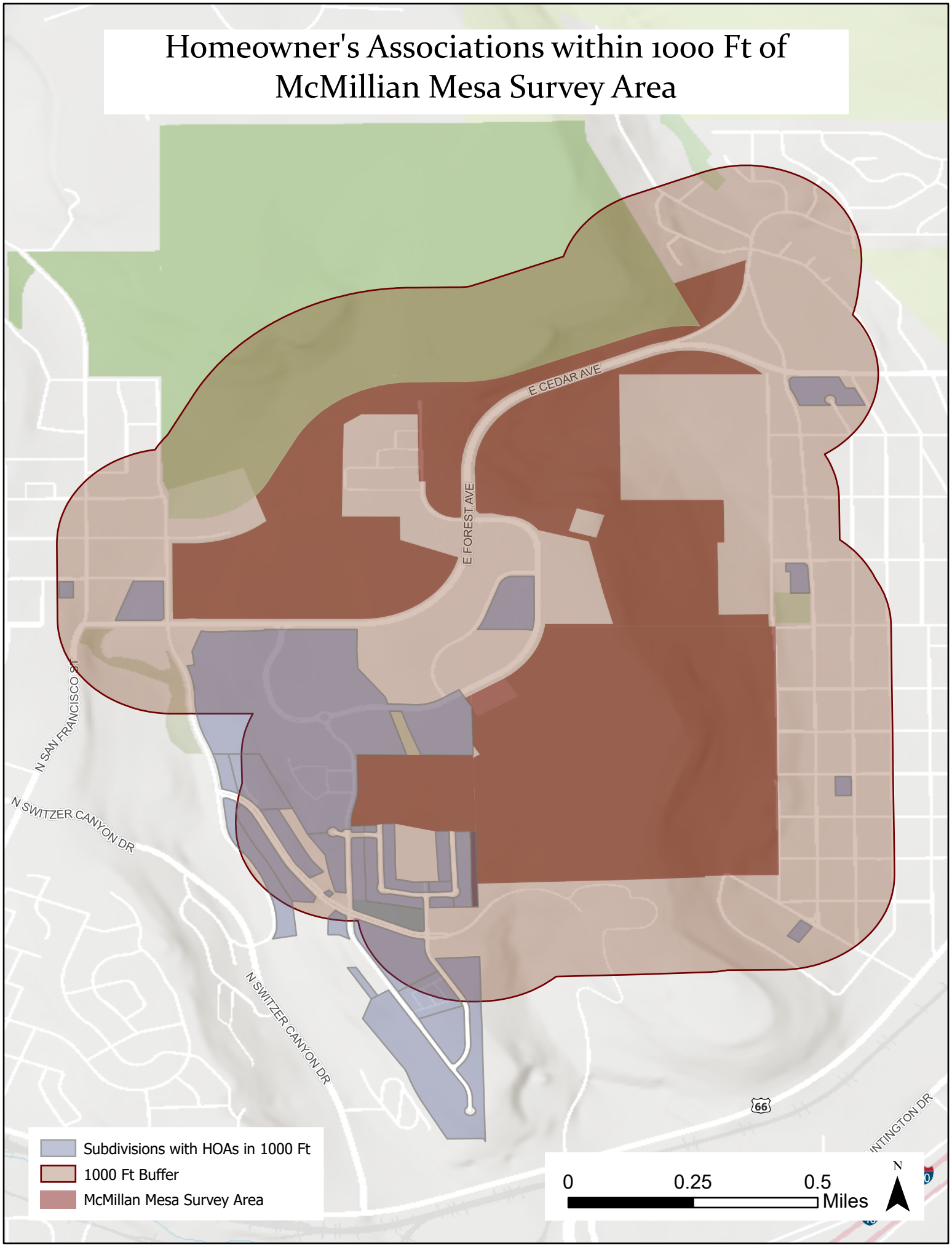
Community Forum Specific Question Results:
Questions asked:

1. What might keep you from using the McMillan Mesa Natural Area? (select as many as applicable).
    a. 26.8 % Proximity to where I live
    b. 16.9 % Inadequate trailhead access points
    c. 21.1 % Not enough parking
    d. 5.6 % Unfamiliar with the area
    e. 16.9 % Other
    f. 36.6 % None
2. How satisfied are you with current trailhead access and parking for the McMillan Mesa Natural Area? (main parking at Buffalo Park)
    a. 54.9 % Satisfied
    b. 31 % Neutral
    c. 11.3 % Dissatisfied
    d. 2.8 % Other
3. Do you support rezoning this Property to Public Open Space from Public Facilities and Rural Residential?
    a. 84.7 % Yes
    b. 8.3 % No
    c. 2.8 % What's a rezoning?

    d. 4.2 % Other
4. What concerns do you have for McMillan Mesa Natural Area?
    a. 37.1 % Illegal camping in the Natural Area
    b. 14.3 % Human/wildlife interactions
    c. 55.7 % Deterioration of the Natural Area due to increased use
    d. 67.1 % Lack of wildlife corridors to and from the Natural Area
    e. 54.3 % Illegal dumping and litter
    f. 18.6 % Other
5. Would you attend a community tour to become more familiar with the McMillan Mesa Natural Area?
    a. 44.3 % Yes
    b. 32.9 % No
    c. 22.9 % Other
6. If the City were to allocate additional funding to support the management of McMillan Mesa Natural Area, what funding mechanisms would you support?
    a. 35.2 % Municipal Bond
    b. 49. 3 % An additional fee (less than $2.00) on City municipal bill (trash, water, sewer)
    c. 40.8 % A small increase to Flagstaff's sales tax (less than 0.1%)
    d. 43.7 % Small property tax increase
    e. 12.7 % User fees
    f. 8.5 % None of the above
    g. 11.3 % Other
7. If you had $10,000 to spend on McMillan Mesa Natural Area, how would you allocate it across the following categories? (1 dot = $1,000)
    a. 25.2 % Routine maintenance
    b. 21.3 % Maintaining existing trails
    c. 12.5 % Restoration of unauthorized trails
    d. 12 % Trail improvements
    e. 5.9 % Signage improvements
    f. 13.9 % Invasive plant management
    g. 3.5 % Other
8. Is there a preserved OS property within 15-minute walk of where you live?
    a. 66.2 % Yes
    b. 19.7% No
    c. 9.9 % I'm not sure
    d. 4.2 % Other
9. What neighborhood do you live in?
    a. 25 written responses
10. Do you have additional comments you would like to share regarding McMillan Mesa Natural Area?
    a. 25 Other


Property Owners and Residents within 300 Ft of McMillian Mesa Survey Area
E CEDAR AVE
E CEDAR AVE
E FOREST AVE
E FOREST AVE
N SWITZER CANYON DR
N SWITZER CAN
66
66
Residents within 300 Ft
Owners within 300 Ft
McMillan Mesa Survey Area
0
0.25
0.5
Miles
N

Homeowner's Associations within 1000 Ft of McMillian Mesa Survey Area



OWNER NAME	OWNER ADDRESS	CITY	STATE	ZIP CODE
WELCH FAMILY TRUST DTD 05-26-94	4200 N COUNTRY CLUB DR	FLAGSTAFF	AZ	86004
VEALE Z & BE REVOCABLE TRUST DTD 08-23-88	3605 N PARADISE RD	FLAGSTAFF	AZ	86004
SHANTZ GENE & RENATE	2700 S WOODLANDS VILLAGE BLVD NO 300-253	FLAGSTAFF	AZ	86001
BLUM RICHARD & JUANA TRUST DTD 12-12-11	8374 N SPRINGFIELD DR	FLAGSTAFF	AZ	86004
ADAMS RICHARD C & MYRA JANE REVOCABLE LIVING TRUST DTD 02-04-08	7878 E GAINEY RANCH RD NO 4	SCOTTSDALE	AZ	85258
CEDAR WEST CAPITAL LLC	10 E DALE AVE	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
ABDELKADER ALAIN & CAROLINE	3619 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
SOTELO MICHELLE RENAE & DANNY DEAN	3703 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
RESCHNER KATHARINA	3707 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
GABALDON CARLOS & LISA	3601 N PARADISE RD	FLAGSTAFF	AZ	86004
SHRADER JUDITH WOOD	3704 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
TURNER ELTON E & SANDRA J	3608 N PARADISE RD	FLAGSTAFF	AZ	86004
STEVENSON CATHERINE N	3602 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
WALLACE ROBERT	111 E OAK AVE NO 7	FLAGSTAFF	AZ	86001
KAHL DAVID	1075 E LARKSPUR LN	FLAGSTAFF	AZ	86001
RYAN DAVID R & ELLEN R	807 W ASPEN AVE APT 1	FLAGSTAFF	AZ	86001
WILLIAMS SHAWN A	1205 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
LUJAN TIFFANY S	3501 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
NORTHERN ARIZONA HEALTHCARE CORP	PO BOX 1268	FLAGSTAFF	AZ	86001
MUESCH DELORES SURVIVORS TRUST 04-26-95	2441 N SWEET CLOVER WAY	FLAGSTAFF	AZ	86004
PRIEB DAVID & MICHELE	1612 N IZABEL ST	FLAGSTAFF	AZ	86004
TALBOTT LIVING TRUST DTD 02-14-96	1206 E HARMONY WAY	FLAGSTAFF	AZ	86004
PAHLER MULTI-FAMILY ONE LLC	2309 N WALNUT RIDGE LN	FLAGSTAFF	AZ	86004
BAIN GEORGE W	145 E ASTRO LN	FLAGSTAFF	AZ	86001
ASSISTANCE LEAGUE OF FLAGSTAFF	PO BOX 3297	FLAGSTAFF	AZ	86003
DRUMM THOMAS J	111 E OAK AVE NO 34	FLAGSTAFF	AZ	86001
HELFRICH KENNETH G	111 E OAK AVE NO 38	FLAGSTAFF	AZ	86001
BLACK WILLIAM	111 E OAK AVE NO 42	FLAGSTAFF	AZ	86001
HARTMAN LEILANI O & CHARLES E	111 E OAK AVE NO 33	FLAGSTAFF	AZ	86001
SHIVA41 LLC	2302 E GARDENIA DR	PHOENIX	AZ	85020
PALMER JAMES D & ARCELIA S	103 E CEDAR AVE	FLAGSTAFF	AZ	86001
MCCLESKEY NANCY E RVCBL TRUST DTD 11-13-14	PO BOX 1023	FLAGSTAFF	AZ	86002
BORLING ERIK C & ANDREA D	109 E CEDAR AVE	FLAGSTAFF	AZ	86001
RICHARDS SCOTT S	3505 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
BUCHANAN LIVING TRUST DTD 06-25-91	3832 WESTHAVEN DR	CARLSBAD	CA	92008
CASTRUITA SERGIO & HILDA	4034 N GANNET WAY	FLAGSTAFF	AZ	86004
EMSHWILLER MARK E	2435 N CESSNA CIR	CAMP VERDE	AZ	86322
WACHTER ROBERT M & VICKI L	3609 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
CEDAR CREST/ FLAGSTAFF LP	4745 N 7TH ST NO 110	PHOENIX	AZ	85014
RODRIGUEZ JESSE REVOCABLE TRUST UA DTD 02-26-13	1717 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
MANIGLIA JOSEPH	1709 N WEST ST	FLAGSTAFF	AZ	86004
SANTANA ARTURO & M CARMEN	1908 N IZABEL ST	FLAGSTAFF	AZ	86004
DEVENNEY JAMES	2025 N WEST ST	FLAGSTAFF	AZ	86004
GALLEGOS AUGUSTINE & LYDIA	1909 N WEST ST	FLAGSTAFF	AZ	86004
HARRIS JAMES E JR	3733 N KINGSWOOD WAY	FLAGSTAFF	AZ	86004
FERNANDEZ CONNIE MARIA TRUST DTD 06-15-20	6100 N SILVERLODE CT	PRESCOTT VALLEY	AZ	86314
PAHLER MULTI-FAMILY ONE LLC	2309 N WALNUT RIDGE LN	FLAGSTAFF	AZ	86004
JEFF KNORR INVESTMENTS LLC	2430 W BLACKHAWK LN	FLAGSTAFF	AZ	86001
RIC'S AUTOMOTIVE LLC	135 W JUNIPER AVE	FLAGSTAFF	AZ	86001
HARRIS JAMES E JR	3733 N KINGSWOOD WAY	FLAGSTAFF	AZ	86004
GOOD JOSHUA L & BRENNA N	1611 N WEST ST	FLAGSTAFF	AZ	86004
ROUBAL JUDEY S TRUSTEE	405 JACKS CANYON RD APT 140	SEDONA	AZ	86351
VILLALOBOS PABLO ADRIAN	1807 N WEST ST	FLAGSTAFF	AZ	86004
MEAD FAMILY TRUST DTD 1-22-18	1500 N AZTEC ST	FLAGSTAFF	AZ	86001
ESTRADA ERIC	2024 N IZABEL ST	FLAGSTAFF	AZ	86004
POGGI-JENKINS MEREDITH & CARL J	111 N TURQUOISE DR NO 3	FLAGSTAFF	AZ	86001
KLEFSTAD LIVING TRUST DTD 06-04-18	111 E OAK AVE NO 8	FLAGSTAFF	AZ	86001
WHITE KENNETH A	111 E OAK AVE NO 2	FLAGSTAFF	AZ	86004
PHILLIPS FAMILY TRUST DTD 11-23-94	60590 WOODSIDE RD	BEND	OR	97702
DENNIS CHARLENE S TRUST DTD 08-01-05	1540 S MALABAR LN	GILBERT	AZ	85296
GOMOLAK DENISE A	111 E OAK AVE NO 18	FLAGSTAFF	AZ	86001
BARTELL FAMILY TRUST DTD 11-10-16	5300 TANAGER DR	FLAGSTAFF	AZ	86004
PARKER MITCHELL STANTON	1708 N IZABEL ST	FLAGSTAFF	AZ	86004
LOEFFLER KENNETH A & BERTA E	1100 N MANZANITA WAY	FLAGSTAFF	AZ	86001
TUNG WEN-CHUEN	PO BOX 3064	FLAGSTAFF	AZ	86003
DAVIDSON ASHLEY R REVOCABLE LIVING TRUST DTD 12-30-16	111 E OAK AVE NO 1	FLAGSTAFF	AZ	86001
MORRISSEY MERCY	1702 E 1ST AVE	FLAGSTAFF	AZ	86004
COFFEY DOUGLAS & KARISSA	1704 N IZABEL	FLAGSTAFF	AZ	86004
SCHIMMEL KEVIN	1001 E GRISWOLD RD NO 36	PHOENIX	AZ	85020
CATHEY DOUGLAS & MICHELLE	12455 DUTCHMAN DR	FLAGSTAFF	AZ	86004
FLAGSTAFF UNIFIED SCHOOL DISTRICT 1	3285 E SPARROW AVE	FLAGSTAFF	AZ	86004
RADMAN MARINA	920 N BARKLEY	MESA	AZ	85203
DEMEY BROCK	117 E JUNIPER AVE	FLAGSTAFF	AZ	86001
CARPENTER JASON & CAROLYN	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
ODEGAARD VAN & CAROL	2109 N 4TH ST	FLAGSTAFF	AZ	86004

GRANADO ROSEANNA ANGELA	2113 N WEST ST	FLAGSTAFF	AZ	86004
WOODRUFF KELLY A	7092 QUITO CT	CAMARILLO	CA	93012
GUTIERREZ EMMA FAMILY TRUST	1626 N IZABEL ST	FLAGSTAFF	AZ	86004
FLORES JOHNNY M	3576 E WESTERN DR	COTTONWOOD	AZ	86326
1608 IZABEL LLC	2903 KACHINA TRL	FLAGSTAFF	AZ	86005
CHOOPANYA KAMOLASIT	PO BOX 913	FLAGSTAFF	AZ	86002
DENNISON BRAD E REVOCABLE LIVING TRUST DTD 05-30-07	PO BOX 306	FLAGSTAFF	AZ	86002
MCCAULEY JACOB WAKEM	2029 N WEST ST	FLAGSTAFF	AZ	86004
DALLIS GOGI L	34091 GRANADA DR	DANA POINT	CA	92629
MARTINI DORIS P FAMILY TRUST DTD 05-14-96	111 E OAK AVE NO 9	FLAGSTAFF	AZ	86001
PISANO ROBERT A & HEATHER L	4450 E PEARCE RD	PHOENIX	AZ	85044
SCHNORR JANICE M REVOCABLE LIVING TRUST DTD 03-27-97	3034 BRITTANY PL	ANCHORAGE	AK	99504
MC DAVID WILLIAM E	BOX 31135	FLAGSTAFF	AZ	86003
MAURER JEFFREY ALLEN & KARI ANN JOINT LIVING TRUST	809 W RIORDAN RD STE 100-288	FLAGSTAFF	AZ	86001
PARTEN PATRICK S & JIMMIE EVERIDGE	111 E OAK AVE NO 27	FLAGSTAFF	AZ	86001
MULLANEY TERESA	111 E OAK NO 28	FLAGSTAFF	AZ	86001
SYRACUSE JASON M & TORY L	111 E OAK AVE NO 32	FLAGSTAFF	AZ	86001
VAN CLEVE LIVING TRUST DTD 04-08-98	111 E OAK AVE NO 14	FLAGSTAFF	AZ	86001
PIERCE FAMILY LIVING TRUST DTD 8-3-18	2220 N IZABEL ST	FLAGSTAFF	AZ	86004
KIDZ INVESTMENTS IZ LLC	PO BOX 3435	FLAGSTAFF	AZ	86003
SCOTT MICHAEL & LINDSEY	722 N CANYON TERRACE DR	FLAGSTAFF	AZ	86001
ROWELL KELLY RVCBL TRUST DTD 9-24-14	7470 N LUPINE CIRCLE	FLAGSTAFF	AZ	86001
AUMACK ETHAN	1140 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
FRANKE BURKHARD	1631 N WEST ST	FLAGSTAFF	AZ	86004
PAINE JILL B	1135 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
PALOMINO ELIZABETH	455 HILLSIDE DR	MUNDS PARK	AZ	86017
SCHAFFNER FRANK W	1219 E LUKE AVE	PHOENIX	AZ	85014
MARZILLI JUDITH	111 E OAK AVE NO 36	FLAGSTAFF	AZ	86001
HOUSING SOLUTIONS OF NORTHERN ARIZONA INC	PO BOX 30134	FLAGSTAFF	AZ	86003
TACKITT SUZANNE M	310 W BIRCH AVE	FLAGSTAFF	AZ	86001
DURHAM ARTEC	1916 N IZABEL ST	FLAGSTAFF	AZ	86004
ALATORRE MARCO & MEGAN	1120 N MANZANITA WAY	FLAGSTAFF	AZ	86001
STAHL HOLLY G	429 E DAVID DR	FLAGSTAFF	AZ	86001
WORDEN JAMES	1616 N IZABEL ST	FLAGSTAFF	AZ	86004
IZABEL PROPERTIES LLC	750 E PARKWAY DR	CAMP VERDE	AZ	86322
NIETO TAMARA D	PO BOX 1326	FLAGSTAFF	AZ	86002
RADE CORY	21640 N JUNIPER RIDGE RD	PAULDEN	AZ	86334
CAMPOS FAMILY TRUST DTD 07-01-02	4540 S KATHY RD	FLAGSTAFF	AZ	86005
CRUZ MICHAEL E	3219 W VERDE WAY	NORTH LAS VEGAS	NV	89031
ESTRELLA ABEL F & PAMELA L	1703 E 2ND AVE	FLAGSTAFF	AZ	86004
LIPPMAN ARROYO S	2124 N IZABEL ST	FLAGSTAFF	AZ	86004
VALDEZ TIMOTHY DENNIS	6325 E PEAKS PKWY	FLAGSTAFF	AZ	86004
TRIPLE G RENTALS LLC	3891 N STEVES BLVD	FLAGSTAFF	AZ	86004
GROSBETY BRUCE M & JENNIFER A	1075 N MANZANITA WAY	FLAGSTAFF	AZ	86001
RUPERT EVA	2007 N WEST ST	FLAGSTAFF	AZ	86004
BLUE MANGO INVESTMENTS LLC	809 W RIORDAN RD NO 100-136	FLAGSTAFF	AZ	86001
MACKENZIE MARY JON	2905 E 3RD ST	LONG BEACH	CA	90814
KELTY JOHN W & KARA M	1175 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
MCMURRAY CRAIG R & CHRISTINA	1155 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
LOOMIS FAMILY TRUST DTD 02-20-20	603 N SAN FRANCISCO ST	FLAGSTAFF	AZ	86001
MINDER DOUGLAS & ALICE REVOCABLE TRUST DTD 06-24-08	220 N VINE AVE	TUCSON	AZ	85719
WELLS JASON G & SHANNAN C	1160 E APPLE WAY	FLAGSTAFF	AZ	86001
MARHOFER JAY & KOVAL SUSAN	1175 E APPLE WAY	FLAGSTAFF	AZ	86001
VERNON FRANKLIN L & KATHLEEN Y	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001
WELLENDORF MICHAEL R & ERIN P	1100 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
SOPER TREVOR R & ANNE M	2208 N IZABEL ST NO 2	FLAGSTAFF	AZ	86004
DAGGETT REBECCA ANDRA	1195 E APPLE WAY	FLAGSTAFF	AZ	86001
MONTANYE JOYCE	1812 N IZABEL ST	FLAGSTAFF	AZ	86004
REEVES MARY PONTAL	3618 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
BLACKGOAT CHRISTINE ME	3054 MOUNTAINWOOD CIR	JUNEAU	AK	99801
MCKELL DAVID S & MARY M	111 E OAK AVE NO 4	FLAGSTAFF	AZ	86001
BESSLER ANDREW V	1255 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
FICKEL LAURA A LIVING TRUST DTD 05-03-12	1140 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
VANDERWEY RISHA A	1120 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
WANGEMAN FAMILY TRUST DTD 09-29-11	12658 N 80TH PL	SCOTTSDALE	AZ	85250
LUNA JOSEPHINE	6122 W WILLOW	GLENDALE	AZ	85304
GRIFFIN TIMOTHY F & CATHY W	1920 N IZABEL ST	FLAGSTAFF	AZ	86004
CZACHOWSKI CHRISTOPHER M & MARGARET S	1135 N MANZANITA WAY	FLAGSTAFF	AZ	86001
WYSS BENJAMIN	1501 N SAN FRANCISCO ST	FLAGSTAFF	AZ	86001
MMV DEVCO LLC	15300 N 90TH ST NO 200	SCOTTSDALE	AZ	85260
ANDERSON ALVA EUGENE DECEDENTS TRUST DTD 12-31-90	1724 N SUNSET DR	FLAGSTAFF	AZ	86001
MILLHOUSE ROGER & MARTI	1702 E 2ND AVE	FLAGSTAFF	AZ	86004
SCHWALENSTOCKER JULIA W & GEORGE CPWROS	908 W COCONINO AVE	FLAGSTAFF	AZ	86001
KHALSA DHARM KAUR	2532 N FOURTH ST NO 554	FLAGSTAFF	AZ	86004
SALAMON DOMINIK Z & KRISTIN E	1023 E HILLCREST DR	FLAGSTAFF	AZ	86004
COSNER SHANNON & THOMAS	1032 E HILLCREST DR	FLAGSTAFF	AZ	86004
CROWE DAVID	1027 E HILLCREST DR	FLAGSTAFF	AZ	86004

GREENWELL RITA MARIE	1821 N WEST ST	FLAGSTAFF	AZ	86004
CARTER CARMEN	1024 E HILLCREST DR	FLAGSTAFF	AZ	86004
SWEENEY ANDREW C & JORDAN LAINE	3605 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
SHAMAH DOROTHY	1006 E HILLCREST DR	FLAGSTAFF	AZ	86004
ABELS LARRY P II	3513 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
DOTEN ANISSA	1131 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
LEE JAYNE	1124 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
GOOCH ROBERT A & KRISTA S	3609 N PARADISE RD	FLAGSTAFF	AZ	86004
VASQUEZ MICHAEL L & MARINA C	3700 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
1921 WEST STREET LLC	2903 KACHINA TRL	FLAGSTAFF	AZ	86001
FERNANDEZ RICHARD R & JACOBJE	1115 N MANZANITA WAY	FLAGSTAFF	AZ	86001
WILLIAMS RYAN & JESSICA	1195 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
CLARK BRIAN C	2008 N IZABEL ST	FLAGSTAFF	AZ	86004
PHIPPS MICHAEL PARK & BRENDA LOUISE	3613 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
JACOBSEN MURIEL	1028 E HILLCREST DR	FLAGSTAFF	AZ	86004
ROBERGE FRANK & SANDRA	6135 E MESA DR	COTTONWOOD	AZ	86326
ESTRELLA ABEL F & PAMELA L	1703 E 2ND AVE	FLAGSTAFF	AZ	86004
DUNDAS COLIN M	3608 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
PREUSSER DONNA	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
WEYBRIGHT JOHN E	1240 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
BELL BARNEY G & DIANE E	1180 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
MCGUIRE GEORGE M & SARAH ANN	1220 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
FIELDS REBECCA	1235 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
MACKENZIE MARY JON	2905 E 3RD ST	LONG BEACH	CA	90814
SCHWARTZ STEVEN T	119 E CEDAR AVE	FLAGSTAFF	AZ	86001
MEILBECK JEFF A	2532 N 4TH ST NO 229	FLAGSTAFF	AZ	86004
DURHAM ARTEC S	1916 N IZABEL ST	FLAGSTAFF	AZ	86004
MATTOCKS KURT J	3509 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
CORR COLM E & TAMMY L	1628 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
LVA PROPERTIES LLC	500 N MARKET PLACE DR STE 101	CENTERVILLE	UT	84014
WALDER SARAH	111 E OAK AVE NO 5	FLAGSTAFF	AZ	86001
NADELL AMY LAUREL	10844 N 34 ST	PHOENIX	AZ	85028
GOLIGHTLY 2000 REVOCABLE TRUST	3900 E HUNTINGTON DR	FLAGSTAFF	AZ	86004
WITT DANIEL F & JENNIFER E	1629 MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
WITT DANIEL F & JENNIFER F	1629 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
NORTHERN ARIZONA DERMATOLOGY CENTER	1490 N TURQUOISE DR	FLAGSTAFF	AZ	86001
DICUS JEFF	269 TOHO TRL	FLAGSTAFF	AZ	86001
LINDSLEY LIVING TRUST DTD 04-20-94	98 E OAK AVE	FLAGSTAFF	AZ	86001
LATHAM CHRISTOPHER	PO BOX 1453	FLAGSTAFF	AZ	86002
SAFEWAY INC	655 MONTGOMERY ST	SAN FRANCISCO	CA	94111
ARIZONA PUBLIC SERVICE COMPANY	PO BOX 53999, MS 9505	PHOENIX	AZ	850723940
HERSHEY BRENDA G REVOCABLE TRUST DTD 10-03-12	1100 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
MARKECHUK MONICA	1205 E APPLE WAY	FLAGSTAFF	AZ	86001
DYER JON C & SHARON K	1110 W AZURE DR	FLAGSTAFF	AZ	86001
JOHNSON HELEN E TRUST DTD 09-16-70	PO BOX 1131	CORNVILLE	AZ	86325
NORTHEAST PROFESSIONAL PLAZA OWNERS ASSO	123 N SAN FRANCISCO SUITE 404	FLAGSTAFF	AZ	86004
MOORE PAUL WM	1665 N TURQUOISE DR	FLAGSTAFF	AZ	86001
AUZA FRANKIE & TONYA M	104 E CEDAR AVE	FLAGSTAFF	AZ	86001
MILTON GARY & NANCY FAMILY TRUST DTD 7-19-18	1625 NORTH TURQUOISE DR	FLAGSTAFF	AZ	86001
GARCIA JOSE L & AIDA V	1080 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
VISKOCIL THOMAS G	128 E OAK AVE NO A	FLAGSTAFF	AZ	86001
SETTANNI V JOSEPH & LIANA	1285 S UVX RD	COTTONWOOD	AZ	86326
SETTANNI V JOSEPH & LIANA	1285 S UVX RD	COTTONWOOD	AZ	86326
JONES DANIEL & SAMTA	1018 E HILLCREST DR	FLAGSTAFF	AZ	86004
ELIZABETH RICHARDSON	16950 W SONORA ST	GOODYEAR	AZ	85338
MOSER ROBERT B	117 MEIN ST	NEWTOWN	WELLINGT	6021
CROCKER MEGHAN	128 E OAK AVE NO B	FLAGSTAFF	AZ	86001
STENGER LAURIEANNE	1611 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
SCOTT STEVE M & LAURA T	3015 E PINE DR	FLAGSTAFF	AZ	86004
JEHOVAH JIREH INC	PO BOX 2193	FLAGSTAFF	AZ	86003
BROWN GREGORY B	1724 N IZABEL ST	FLAGSTAFF	AZ	86004
BASIS SCHOOLS INC	7975 N HAYDEN RD NO B-202	SCOTTSDALE	AZ	85258
MUSCARELLA REVOCABLE TRUST DTD 7-2-07	PO BOX 1812	FLAGSTAFF	AZ	86002
MORRIS TERRY G & DIANNA L	871 ALPINE HWY	ALPINE	UT	84004
TUCKER MELVIN & BETH	118 E TERRACE AVE	FLAGSTAFF	AZ	86001
SWANSON FRANCES M	7945 PINE COUNTRY LN	FLAGSTAFF	AZ	86004
FREEMAN WEST LLC	3100 N WEST ST	FLAGSTAFF	AZ	86004
FSL HOLDING PROPERTIES LLC	1201 E THOMAS RD	PHOENIX	AZ	85014
ROHR JASON T & MARIAH A	38 S PINE CIR	FLAGSTAFF	AZ	86001
JENKINS RAND E	1623 E MOUNTAIN VIEW DR	FLAGSTAFF	AZ	86004
SAN FRANCISCO DE ASIS ROMAN CATHOLIC PARISH FLAGSTAFF	1600 E ROUTE 66	FLAGSTAFF	AZ	86001
GOBEIL NORMAND P & BETTY J	908 W MURRAY RD	FLAGSTAFF	AZ	86001
MPT OF FLAGSTAFF LLC	PO BOX 92129	SOUTHLAKE	TX	76092
ARIZONA STATE OF	100 N 15TH AVE	PHOENIX	AZ	85007
HARTER ELIZABETH M	2012 N IZABEL ST	FLAGSTAFF	AZ	86004
FLAGSTAFF MEDICAL CENTER INC	PO BOX 1268	FLAGSTAFF	AZ	86002
KLEINER PENNIE & GREG FAMILY TRUST DTD 03-11-10	2206 N TWISTED LIMB WAY	FLAGSTAFF	AZ	86004

DUNN STEPHEN	3714 N PARADISE RD	FLAGSTAFF	AZ	86004
OBRYANT DANIEL K & ALLISON U	905 E PINON CT	FLAGSTAFF	AZ	86001
NOVO KIRSTEN	CMR 450 BOX 691	APO	AE	9705
HIGHGATE FLAGSTAFF LLC	1177 W HASTINGS ST NO 2133	VANCOUVER	BC	V6E 2K3
FSL ST FRANCIS VILLAS LP	1201 E THOMAS RD	PHOENIX	AZ	85014
FLAGSTAFF TRANSITIONAL CARE LLC	1107 HAZELTINE BLVD NO 200	CHASKA	MN	55318
Coconino County	219 East Cherry Avenue	FLAGSTAFF	AZ	86001
USGS	2255 N Gemini Rd	FLAGSTAFF	AZ	86001
NACET	2225 N Gemini Rd	FLAGSTAFF	AZ	86001
NACET	2201 N Gemini Rd	FLAGSTAFF	AZ	86001
Guardian Medical Transport	1901 N GEMINI DR	FLAGSTAFF	AZ	86004
Arizona Department Of Veterans' Services	3839 N 3rd St	PHOENIX	AZ	85012
BASIS Flagstaff	1700 N Gemini Rd	FLAGSTAFF	AZ	86001
San Francisco de Asis Roman Catholic Church	1600 E Rte 66	FLAGSTAFF	AZ	86001
The Montessori Charter School of Flagstaff - Switzer Mesa Campus	850 N Locust Dr.	FLAGSTAFF	AZ	86001
Rehabilitation Hospital of Northern Arizona	1851 N Gemini Rd.	FLAGSTAFF	AZ	86001
Carl Bigler, M.D., FAAD	1490 N Turquoise Dr.	FLAGSTAFF	AZ	86001
Northern Arizona Orthopaedics - Flagstaff	1485 N Turquoise Dr.	FLAGSTAFF	AZ	86001
Northern Arizona Healthcare Medical Group – Flagstaff	107 E Oak Ave.	FLAGSTAFF	AZ	86001
Childtime of Flagstaff	109 E Oak Ave.	FLAGSTAFF	AZ	86001
iHouse Flagstaff	1601 E Mountain View Ave.	FLAGSTAFF	AZ	86004
edemption Church Flagstaff	2801 N Izabel St.	FLAGSTAFF	AZ	86004
Coconino High School	2801 N Izabel St.	FLAGSTAFF	AZ	86004
Ric's Automotive	1701 N West St.	FLAGSTAFF	AZ	86004
Palomino Glass Inc	1815 N West St.	FLAGSTAFF	AZ	86004
Coconino Pest Control Inc	1913 N West St.	FLAGSTAFF	AZ	86004
Preferred Homecare	2201 N West St.	FLAGSTAFF	AZ	86004
Arizona Central Credit Union	2521 N West St.	FLAGSTAFF	AZ	86004
Elks Lodge	2101 N San Francisco St.	FLAGSTAFF	AZ	86001

RESIDENT	ADDRESS	CITY	STATE	ZIP CODE
Current Resident	1601 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 5	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT B-113	FLAGSTAFF	AZ	86001
Current Resident	1615 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	111 E OAK AVE APT 43	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 44	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 3	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 4	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 6	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 13	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 15	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 17	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 20	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 16	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 19	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 31	FLAGSTAFF	AZ	86001
Current Resident	1613 N WEST ST UNIT 3	FLAGSTAFF	AZ	86004
Current Resident	1613 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1623 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	111 E OAK AVE APT 1	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 35	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 38	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 42	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 36	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 37	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 41	FLAGSTAFF	AZ	86001
Current Resident	3011 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3005 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3007 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3009 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT B-213	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-114	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-214	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-115	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-215	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-116	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-130	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-230	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-131	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-231	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-132	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-127	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-227	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-128	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-228	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-129	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-229	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-222	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-123	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-223	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-124	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-224	FLAGSTAFF	AZ	86001

Current Resident	1201 E PONDEROSA PKWY APT C-226	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-219	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-120	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-220	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-121	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-221	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-122	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-216	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-117	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-217	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-118	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-218	FLAGSTAFF	AZ	86001
Current Resident	1485 N TURQUOISE DR STE 200	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-119	FLAGSTAFF	AZ	86001
Current Resident	1720 N IZABEL ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1720 N IZABEL ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1615 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1613 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1608 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 1	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 3	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 4	FLAGSTAFF	AZ	86004
Current Resident	2128 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2128 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1721 N WEST ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	2213 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2213 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1628 E MOUNTAIN VIEW AVE APT 1	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 5	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1628 E MOUNTAIN VIEW AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT C-232	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-133	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-233	FLAGSTAFF	AZ	86001
Current Resident	1721 N WEST ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1700 N IZABEL ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1700 N IZABEL ST APT B	FLAGSTAFF	AZ	86004
Current Resident	2217 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2217 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1917 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1917 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 1	FLAGSTAFF	AZ	86004
Current Resident	1816 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1816 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1812 N IZABEL ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	1812 N IZABEL ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004

Current Resident	2112 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2112 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2115 N WEST ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	2115 N WEST ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 3	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 4	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 5	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 6	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 7	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 8	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT C-126	FLAGSTAFF	AZ	86001
Current Resident	3005 N WEST ST STE B	FLAGSTAFF	AZ	86004
Current Resident	1705 N WEST ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1705 N WEST ST APT B	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR STE E1	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E3	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E4	FLAGSTAFF	AZ	86001
Current Resident	1605 E ARROWHEAD AVE APT 9	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR STE W4	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W5	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W6	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E7	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E8	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E5	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W1	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W2	FLAGSTAFF	AZ	86001
Current Resident	3100 N WEST ST STE 100	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR STE E2	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E9	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E10	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E11	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E6	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W11	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W7	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W8	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W9	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W10	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W3	FLAGSTAFF	AZ	86001
Current Resident	1901 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 701	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 702	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 703	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 704	FLAGSTAFF	AZ	86004

Current Resident	2251 N IZABEL ST APT 705	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 805	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 806	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 807	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 808	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 809	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 810	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 109	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 110	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 801	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 802	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 803	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 804	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 105	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 106	FLAGSTAFF	AZ	86004
Current Resident	2025 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2025 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 107	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 108	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 209	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 210	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 101	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 8	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 7	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 6	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 5	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 706	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 707	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 708	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 709	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 710	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 601	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 505	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 509	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 510	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 501	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 502	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 503	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 504	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 308	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 309	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 310	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 506	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 507	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 508	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 608	FLAGSTAFF	AZ	86004

Current Resident	2251 N IZABEL ST APT 609	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 610	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 303	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 304	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 305	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 602	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 603	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 604	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 605	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 606	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 607	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	1708 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	116 E OAK AVE APT 1	FLAGSTAFF	AZ	86001
Current Resident	116 E OAK AVE APT 2	FLAGSTAFF	AZ	86001
Current Resident	2208 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2208 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 303	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 304	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 101	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 301	FLAGSTAFF	AZ	86004
Current Resident	1351 N PINE CLIFF DR STE 100	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 101	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 103	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 105	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 102	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 104	FLAGSTAFF	AZ	86001
Current Resident	2303 N IZABEL ST APT 302	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	122 E OAK AVE APT A	FLAGSTAFF	AZ	86001
Current Resident	1509 N TURQUOISE DR APT A	FLAGSTAFF	AZ	86001
Current Resident	1509 N TURQUOISE DR APT B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1708 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1708 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1707 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1101 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	128 E OAK AVE APT B	FLAGSTAFF	AZ	86001
Current Resident	2209 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	2217 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 106	FLAGSTAFF	AZ	86001
Current Resident	122 E OAK AVE APT B	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY BLDG B	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY BLDG C	FLAGSTAFF	AZ	86001
Current Resident	1604 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004

Current Resident	2303 N IZABEL ST BLDG 1	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 1	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 2	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 3	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 5	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 6	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 7	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 8	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 10	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 11	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 3	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 4	FLAGSTAFF	AZ	86004
Current Resident	2021 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1905 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1703 E FIRST AVE	FLAGSTAFF	AZ	86004
Current Resident	1351 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR BLDG 1	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 112	FLAGSTAFF	AZ	86001
Current Resident	3050 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1801 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2255 N GEMINI DR BLDG 3	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 4	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 5	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 6	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1604 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	1901 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	1603 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1851 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	2112 N IZABEL ST UNIT 3	FLAGSTAFF	AZ	86004
Current Resident	2112 N IZABEL ST UNIT 4	FLAGSTAFF	AZ	86004
Current Resident	1251 N PINE CLIFF DR UNIT 111	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 110	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 109	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 108	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 107	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 106	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 117	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 118	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 114	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 113	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 105	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 102	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 101	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 103	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 104	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 136	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 135	FLAGSTAFF	AZ	86001
Current Resident	1627 E MOUNTAIN VIEW AVE UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1627 E MOUNTAIN VIEW AVE UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1251 N PINE CLIFF DR UNIT 122	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 134	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 137C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 137B	FLAGSTAFF	AZ	86001

Current Resident	2201 N GEMINI DR STE 137A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 119	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 120	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 131	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 132	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 115	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 116	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 117	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 118	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 138	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 139	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 140	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 141	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 129	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 130	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 36	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 39	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 37	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 38	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 40	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 41	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 48	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 49	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 50	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 51	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 52	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 53	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 42	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 43	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 44	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 45	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 46	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 47	FLAGSTAFF	AZ	86001
Current Resident	2018 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 2	FLAGSTAFF	AZ	86004
Current Resident	2201 N GEMINI DR STE 121	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 122	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 123	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 104	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 103	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 133	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 101	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 102	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 100	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 125	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 126	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128A	FLAGSTAFF	AZ	86001

Current Resident	2102 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1706 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	2205 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2201 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2221 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2119 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1707 E SIXTH AVE	FLAGSTAFF	AZ	86004
Current Resident	2210 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2120 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2214 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2009 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2240 N IZABEL APT 206	FLAGSTAFF	AZ	86004
Current Resident	2240 N IZABEL APT 106	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 105	FLAGSTAFF	AZ	86004
Current Resident	2200 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 106	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 107	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 210	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 209	FLAGSTAFF	AZ	86004
Current Resident	2117 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 108	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 109	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 110	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	2106 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2101 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2001 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E SECOND AVE	FLAGSTAFF	AZ	86004
Current Resident	1929 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2021 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1921 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1917 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1925 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1912 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	116 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	115 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	2016 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2014 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1913 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	110 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	2000 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1703 E SECOND AVE	FLAGSTAFF	AZ	86004
Current Resident	1215 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1140 N MANZANITA WAY	FLAGSTAFF	AZ	86001

Current Resident	1080 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1095 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1200 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1160 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1713 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1701 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1716 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1705 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1712 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1821 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1626 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	2209 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1618 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1829 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1621 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1622 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1825 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1650 N TURQUOISE DR	FLAGSTAFF	AZ	86001
Current Resident	1704 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1717 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E FIRST AVE	FLAGSTAFF	AZ	86004
Current Resident	1806 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1817 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1815 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1808 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1620 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	3013 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1602 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1625 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2100 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	2020 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1706 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1700 E SIXTH AVE	FLAGSTAFF	AZ	86004
Current Resident	2400 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1624 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1820 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1627 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1601 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1721 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1721 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR	FLAGSTAFF	AZ	86001

NAME	ADDRESS	CITY	STATE	ZIP CODE
Friends of Flagstaff's Future	P.O. Box 23462	FLAGSTAFF	AZ	86002
Northern Arizona Building Association	1500 East Cedar Avenue, Suite 86	FLAGSTAFF	AZ	86004
Northern Arizona Association of Realtors, Jeffrey Herd	1515 East Cedar Avenue, Suite C-4	FLAGSTAFF	AZ	86004
Tish Bogan-Ozmun	5271 Mt. Pleasant Drive	FLAGSTAFF	AZ	86004
Marilyn Weissman	1055 East Apple Way	FLAGSTAFF	AZ	86001
Maury Herman	Coast and Mountain Properties 3 North Leroux Street	FLAGSTAFF	AZ	86001
Nat White	1120 North Rockridge Road	FLAGSTAFF	AZ	86001
Charlie Silver	720 West Aspen Avenue	FLAGSTAFF	AZ	86001
Betsy McKellar	330 S Ash Lane	FLAGSTAFF	AZ	86001
David Carpenter	495 S River Run Suite 100	FLAGSTAFF	AZ	86001
Dorenda Coleman	Arizona Army National Guard, AZAA-FMO 5636 E McDowell Rd, M5330	PHOENIX	AZ	85008
Mary Beth Dreusike	US Navy, Intergovernmental Branch 850 Pacific Highway Building 1 – 5th Floor, Suite 513	SAN DIEGO	CA	92132
Celia Barotz	3354 N Crest Street	FLAGSTAFF	AZ	86001
Norm Wallen	3716 N Grandview	FLAGSTAFF	AZ	86004
Jay Christelman	Coconino County Community Development 2500 N Fort Valley Rd. Bldg 1	FLAGSTAFF	AZ	86001
Jess McNeely	Coconino County Community Development 2500 N Fort Valley Rd. Bldg 1	FLAGSTAFF	AZ	86001

Steve Finch	Flagstaff Lodging, Restaurant & Tourism Association PO Box 30622	FLAGSTAFF	AZ	86003
Adrian Skabelund	819 West Grand Canyon Ave.	FLAGSTAFF	AZ	86001
Rachel Bass	3083 W. Easterday Lane	FLAGSTAFF	AZ	86001
Barry Levitan	19 S San Francisco St	FLAGSTAFF	AZ	86001

OWNER NAME	OWNER ADDRESS	City	State	Zip
TIMOTHY MCCULLOUGH	OAK AVENUE AND TURQUOISE CONDOMINIUM, L.L.C. 420 N HUMPHREYS ST	FLAGSTAFF	AZ	86002
JOHANNA KLOMANN	SUNNYSIDE NEIGHBORHOOD ASSOCIATION OF FLAGSTAFF, INC. 419 W ASPEN AVE	FLAGSTAFF	AZ	86001
DEBBIE GROSSHAUSER	JENSEN MANOR HOMEOWNER'S ASSOCIATION, INC. 914 N SAN FRANCISCO ST STE A	FLAGSTAFF	AZ	86001
MIKE HUTCHINS	JUNIPER MEADOWS TOWNHOUSE ASSOCIATION, INC. 323 S RIVER RUN RD #1	FLAGSTAFF	AZ	86001
TOM KRAUSE	CLIFFSIDE ESTATES HOMEOWNERS ASSOCIATION, INC. PO BOX 1838	FLAGSTAFF	AZ	86002
OAK PARK MANOR	OAK PARK MANOR TOWNHOMES ASSOCIATION, INC. 3205 LAKESIDE VILLAGE DR	PRESCOTT	AZ	86301
SUNNYSIDE NEIGHBORHOOD ASSOCIATION	SUNNYSIDE NEIGHBORHOOD ASSOCIATION OF FLAGSTAFF, INC. 2304 N THIRD ST #124	FLAGSTAFF	AZ	86004
BRYAN BURTON	PINE VIEW VILLAGE CONDOMINIUMS HOMEOWNERS ASSOCIATION 2700 S WOODLANDS VILLAGE BLVD STE 300-108	FLAGSTAFF	AZ	86001
ALLEN T GINSBERG	TWIN PEAKS TOWNHOMES ASSOCIATION, INC. 5200 E CORTLAND BLVD D1	FLAGSTAFF	AZ	86004
GARY L DILLON	SWITZER CANYON MOBILE HOME PARK, L.L.C. 9015 W SIERRA PINTA DR	PEORIA	AZ	85382
Northeast Profession Plaza	Northeast Profession Plaza Sterling Real Estate Mgmt 323 S River Run, #1	FLAGSTAFF	AZ	86001
EDWIN C YAZZIE	ARROWHEAD WEST, INC. PO BOX 1307	KAYENTA	AZ	86003
BRANDON J KAVANAGH	PEAKS PLAZA CONDOMINIUMS 100 N ELDEN STREET	FLAGSTAFF	AZ	86001
GERALD W NABOURS	WEST STREET OFFICE CONDOMINIUMS OWNERS' ASSOCIATION 10 E DALE AVE	FLAGSTAFF	AZ	86001
DEBBIE GROSSHAUSE	STONE RIDGE HOMES CONDOMINIUMS "AT SWITZER MESA" ASSOCIATION 914 N SAN FRANCISCO ST STE A	FLAGSTAFF	AZ	86001

MIKE HUTCHINS	SWITZER MESA SUBDIVISION HOMEOWNERS ASSOCIATION 323 S RIVER RUN RD #1	FLAGSTAFF	AZ	86001

Affidavit of Sign Posting

Case Number: PZ-20-00063
Project Name: McMillan Mesa Natural Area Zoning Map Amendment
Applicant Name: City of Flagstaff, Robert Wallace
Location: McMillan Mesa Natural Area

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above, and that the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: Robert D. Wallace

SUBSCRIBED AND SWORN before me this 23 day of December, 20 21 by:

Stacy M Fobar
Notary Public

February 12, 2023
My Commission Expires:

STACY M. FOBAR
Notary Public - State of Arizona
COCONINO COUNTY
Commission # 561515
Expires February 12, 2023

Sign Posting Date Stamped Photos

Case Number: PZ-20-00063
Project Name: McMillan Mesa Natural Area Zoning Map Amendment
Applicant Name: City of Flagstaff, Robert Wallace
Location: McMillan Mesa Natural Area

East Cedar Avenue and North Gemini Road. The northeast corner of the intersection just north of the bus stop (stop code #48). Posted December 22, 2021 at 1:30 PM.

North Izabel Street and East 6th Avenue. The southwest corner of the intersection next to the Flagstaff Urban Trail access point. Posted December 22, 2021 at 2:00 PM.

McMillan Mesa Public Hearing
Proposed Rezone Sign Locations

McMillan Mesa Natural Area
Existing Trails
Planned Trails
Parks

N
W E
S

0 0.13 0.25 0.5 Miles

10/7/2020

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-20-00063
Project Name: McMillan Mesa Natural Area Zoning Map Amendment
Applicant Name: City of Flagstaff, Robert Wallace
Location: McMillan Mesa Natural Area

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in Sections 10-20.30.060.A, 10-20.30.060.B, and 10-20.30.060.C of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Planning Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: Robert D. Wallace

SUBSCRIBED AND SWORN before me this 23 day of December, 2021 by:

Stacy M Fobar
Notary Public

My Commission Expires:
February 12, 2023

STACY M. FOBAR
Notary Public - State of Arizona
COCONINO COUNTY
Commission # 561516
Expires February 12, 2023

City of Flagstaff

December 22, 2021

Dear Neighbor,

The purpose of this letter is to inform you that the City of Flagstaff Open Space Program is moving forward with its proposal to implement a Concept Zoning Map Amendment for the McMillan Mesa Natural Area, application number: PZ-20-00063, which includes 10 parcels located generally at 1900 N. Gemini Dr. (107-01-001B, 101-28-007C, 110-08-001G, 109-02-001S, 107-01-001F, 101-28-007E, 101-37-002J, 107-01-001G, 101-37-001E, and 101-37-002H). To view a map visit: https://flagstaff.az.gov/4169/McMillian-Mesa. This action will change the existing Public Facilities (PF), Rural Residential (RR), and Research and Development (RD) zoning of these parcels to Public Open Space (POS) zoning to restrict the uses of the parcels to passive recreation and open space. There are several upcoming public hearings for this rezoning case that you are invited to attend (see below for details).

On November 8, 2016, Flagstaff voters voted in favor of Proposition 413 – Campaign for a Greater Buffalo Park. This proposition restricted the use of approximately 300 acres of City-owned property on McMillan Mesa to public open space and passive recreation. To carry out the voter's direction and align City guiding documents, the City Council approved the McMillan Mesa Natural Area Major Plan Amendment (Resolution Number 2018-50) on Tuesday, October 16, 2018. The purpose of this Amendment was to classify the McMillan Mesa Natural Area as a Park/Open Space land use type in the Flagstaff Regional Plan 2030. The last step in this process is to align the zoning of these parcels with the Regional Plan.

A Zoning Map Amendment requires a public hearing by the Planning and Zoning Commission, followed by two City Council meetings. The Planning and Zoning Commission serves as an advisory board to the City Council on matters relating to the growth and physical development of the City. On January 12, 2022 at 4pm, the Planning & Zoning Commission will conduct a virtual public hearing for this application and may forward a recommendation for the City Council's consideration.

Upon receipt of a recommendation from the Planning & Zoning Commission, the City Council will conduct two meetings and act on the application, which will include two ordinance reads. The first City Council meeting is February 15, 2022 at 3pm and the second meeting is March 1, 2022 at 3pm. If approved, the Concept Zoning Map Amendment will go into effect 30 days after the second read of the ordinance.

Any interested person or authorized agent may appear and be heard at these public hearings. **See the links below to join the meetings and for information on how to submit written comments.** *If you currently do not reside at this address, please notify tenants about this public participation opportunity.*

Meeting 1: Planning and Zoning Commission Public Hearing

- Date/Time: Wednesday, January 12, 2022 at 4 PM
- Location: Virtual.
- Participation Options:

- Submit written comments prior to the meeting via email to CDPandZCommission@flagstaffaz.gov and/or Genevieve Pearthree, Senior Planner, at gpearthree@flagstaffaz.gov.
- Participate in the virtual meeting at this link: https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission.
- Use the following link to watch the meeting but not participate: https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings.

Meeting 2: City Council Meeting (First Ordinance Read)

- Date/Time: Tuesday, February 15, 2022 at 3 PM
- Location: Hybrid virtual/in-person.
- Participation Options:
    - Submit written comments prior to the meeting via email to publiccomment@flagstaffaz.gov and/or gpearthree@flagstaffaz.gov.
    - At the link below, please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments: https://www.flagstaff.az.gov/328/Meeting-Protocols-Information. Due to the COVID-19 pandemic, Council meetings may be held virtually.
    - Use the following address to watch the meeting but not participate: https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings.

Meeting 3: City Council Meeting (Second Ordinance Read)

- Date/Time: Tuesday, March 1, 2022 at 3 PM
- Location: Hybrid virtual/in-person.
- Participation Options:
    - Submit written comments prior to the meeting via email to publiccomment@flagstaffaz.gov and/or gpearthree@flagstaffaz.gov.
    - At the link below, please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments: https://www.flagstaff.az.gov/328/Meeting-Protocols-Information. Due to the COVID-19 pandemic, Council meetings may be held virtually.
    - Use the following address to watch the meeting but not participate: https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings.

If you have any questions, staff are happy to discuss them with you. You may contact the applicant, Robert Wallace, Open Space Specialist, at Robert.wallace@flagstaffaz.gov or (928) 213-2154. Please contact Genevieve Pearthree, the City Senior Planner assigned to this case, with any questions about the City review and public hearing process. She can also provide copies of the application and development file. She is available at gpearthree@flagstaffaz.gov or 928-213-2603.

As an interested party, property owner, resident, or HOA within the vicinity of this request, we greatly appreciate your input. Thank you for your attention to this letter.

Sincerely,
Robert D. Wallace

Open Space Specialist
City of Flagstaff Parks, Recreation and Open Space

OWNERNAME	OWNERADDRESS_ADDRESS1	OWNERADDRESS_CITY	OWNERADDRESS_STATE	OWNERADDRESS_ZIP
EMSHWILLER MARK E	2435 N CESSNA CIR	CAMP VERDE	AZ	86322
JACKSON STACEY	4417 E SHARON DR	PHOENIX	AZ	85032
GRAND CHALET LLC	3104 E CAMELBACK RD NO 262	PHOENIX	AZ	85016
ASSISTANCE LEAGUE OF FLAGSTAFF	PO BOX 3297	FLAGSTAFF	AZ	86003
FLAGSTAFF UNIFIED SCHOOL DISTRICT 1	3285 E SPARROW AVE	FLAGSTAFF	AZ	86004
CITY OF FLAGSTAFF				
ATTN: Genevieve Pearthree	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
MOORE PAUL W	1665 N TURQUOISE DR	FLAGSTAFF	AZ	86001
	ATTENTION: ALEX CIFUENTES			
ARIZONA PUBLIC SERVICE COMPANY	PO BOX 53999, MS 9505	PHOENIX	AZ	85072-3940
TACKITT SUZANNE M	310 W BIRCH AVE	FLAGSTAFF	AZ	86001
STAHL HOLLY G	429 E DAVID DR	FLAGSTAFF	AZ	86001
MCCLESKEY NANCY E REVOCABLE TRUST DTD 11-13-14	PO BOX 1023	FLAGSTAFF	AZ	86002
PIERCE FAMILY LIVING TRUST DTD 8-3-18	2220 N IZABEL ST	FLAGSTAFF	AZ	86004
BLUM RICHARD & JUANA TRUST DTD 12-12-11	8374 N SPRINGFIELD DR	FLAGSTAFF	AZ	86004
WELCH FAMILY TRUST DTD 05-26-94	4200 N COUNTRY CLUB DR	FLAGSTAFF	AZ	86004
BAIN GEORGE W	145 E ASTRO LN	FLAGSTAFF	AZ	86001
SOPER ANNE M	2208 N IZABEL ST NO 2	FLAGSTAFF	AZ	86004
DURHAM ARTEC	1916 N IZABEL ST	FLAGSTAFF	AZ	86004
KLEINER PENNIE & GREG FAMILY TRUST DTD 03-11-10	2206 N TWISTED LIMB WAY	FLAGSTAFF	AZ	86004
ODEGAARD VAN & CAROL	2109 N 4TH ST	FLAGSTAFF	AZ	86004
SCOTT MICHAEL & LINDSEY	722 N CANYON TERRACE DR	FLAGSTAFF	AZ	86001
RADE CORY	21640 N JUNIPER RIDGE RD	PAULDEN	AZ	86334
CHOOPANYA KAMOLASIT	PO BOX 913	FLAGSTAFF	AZ	86002
WELCH FAMILY TRUST DTD 05-26-94	4200 N COUNTRY CLUB DR	FLAGSTAFF	AZ	86004
DENNISON BRAD E REVOCABLE LIVING TRUST DTD 05-30-07	PO BOX 306	FLAGSTAFF	AZ	86002
LUNA JOSEPHINE	6122 W WILLOW AVE	GLENDALE	AZ	85304
TRIPLE G RENTALS LLC	3891 N STEVES BLVD	FLAGSTAFF	AZ	86004
CATHEY DOUGLAS & MICHELLE	12455 DUTCHMAN DR	FLAGSTAFF	AZ	86004
Eric's Building Supply	1921 WEST STREET LLC	*FLAGSTAFF*	*AZ*	86004
Mary Hazlehurst	*2903 KACHINA TRL*	*FLAGSTAFF*	*AZ*	*86005*
MCDAVID WILLIAM E	431 W PINE AVE	FLAGSTAFF	AZ	86001
NIETO TAMARA D	PO BOX 1326	FLAGSTAFF	AZ	86002
MILLHOUSE ROGER & MARTI	1702 E 2ND AVE	FLAGSTAFF	AZ	86004
ANDERSON ALVA EUGENE DECEDENTS TRUST DTD 12-31-90	1724 N SUNSET DR	FLAGSTAFF	AZ	86001
CRUZ MICHAEL E	3219 W VERDE WAY	NORTH LAS VEGAS	NV	89031
ESTRELLA ABEL F & PAMELA L	1703 E 2ND AVE	FLAGSTAFF	AZ	86004
KHALSA DHARM KAUR	2532 N FOURTH ST NO 554	FLAGSTAFF	AZ	86004
IZABEL PROPERTIES LLC	750 E PARKWAY DR	CAMP VERDE	AZ	86322
PALOMINO ELIZABETH	455 HILLSIDE DR	MUNDS PARK	AZ	86017
ROBERGE FRANK & SANDRA	6135 E MESA DR	COTTONWOOD	AZ	86326
MORRISSEY MERCY	1702 E 1ST AVE	FLAGSTAFF	AZ	86004
BROWN GREGORY B	1724 N IZABEL ST	FLAGSTAFF	AZ	86004
RYAN DAVID R & ELLEN R	807 W ASPEN AVE APT 1	FLAGSTAFF	AZ	86001
FERNANDEZ CONNIE MARIA TRUST DTD 06-15-20	6100 N SILVERLODE CT	PRESCOTT VALLEY	AZ	86314
SCHWALENSTOCKER JULIA W & GEORGE CPWROS	908 W COCONINO AVE	FLAGSTAFF	AZ	86001
RODRIGUEZ JESSE REVOCABLE TRUST UA DTD 02-26-13	1717 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
FERNANDEZ CONNIE MARIA TRUST DTD 06-15-20	6100 N SILVERLODE CT	PRESCOTT VALLEY	AZ	86314
TUNG WEN-CHUEN	PO BOX 3064	FLAGSTAFF	AZ	86003
WANGEMAN FAMILY TRUST DTD 09-29-11	12658 N 80TH PL	SCOTTSDALE	AZ	85250
BLACKGOAT CHRISTINE ME	3054 MOUNTAINWOOD CIR	JUNEAU	AK	99801
RIC'S AUTOMOTIVE LLC	135 W JUNIPER AVE	FLAGSTAFF	AZ	86001
KAHL DAVID	1075 E LARKSPUR LN	FLAGSTAFF	AZ	86001
BUCHANAN LIVING TRUST DTD 06-25-91	3832 WESTHAVEN DR	CARLSBAD	CA	92008
MEILBECK JEFF A	2532 N FOURTH ST NO 229	FLAGSTAFF	AZ	86004
MACKENZIE MARY JON	2905 E 3RD ST	LONG BEACH	CA	90814
ROHR JASON T & MARIAH A	38 S PINE CIR	FLAGSTAFF	AZ	86001
MUSCARELLA REVOCABLE TRUST DTD 07-02-07	PO BOX 1812	FLAGSTAFF	AZ	86002
DAVIS ELIZABETH S	1620 N KITTREDGE RD	FLAGSTAFF	AZ	86001
JENKINS RAND E	1623 E MOUNTAIN VIEW DR	FLAGSTAFF	AZ	86004
TUCKER MELVIN & BETH	118 E TERRACE AVE	FLAGSTAFF	AZ	86001
JEHOVAH JIREH INC	PO BOX 2193	FLAGSTAFF	AZ	86003
LOOMIS FAMILY TRUST DTD 02-20-20	603 N SAN FRANCISCO ST	FLAGSTAFF	AZ	86001
LATHAM CHRISTOPHER	PO BOX 1453	FLAGSTAFF	AZ	86002
GOLIGHTLY 2000 REVOCABLE TRUST	3900 E HUNTINGTON DR	FLAGSTAFF	AZ	86004
LVA PROPERTIES LLC	500 N MARKET PLACE DR NO 101	CENTERVILLE	UT	84014
SAFEWAY INC	PO BOX 800729	DALLAS	TX	75380
HOUSING SOLUTIONS OF NORTHERN ARIZONA INC	PO BOX 30134	FLAGSTAFF	AZ	86003
CEDAR CREST/ FLAGSTAFF LP	4745 N 7TH ST NO 110	PHOENIX	AZ	85014
FLORES JOHNNY M	3576 E WESTERN DR	COTTONWOOD	AZ	86326
SHANTZ GENE & RENATE	2700 S WOODLANDS VILLAGE BLVD NO 300	FLAGSTAFF	AZ	86001
HARRIS JAMES E JR	3733 N KINGSWOOD WAY	FLAGSTAFF	AZ	86004
SCOTT STEVE M & LAURA T	3015 E PINE DR	FLAGSTAFF	AZ	86004
DICUS JEFF	269 TOHO TRL	FLAGSTAFF	AZ	86001

DYER JON C & SHARON K	1110 W AZURE DR	FLAGSTAFF	AZ		86001
PAHLER MULTI-FAMILY ONE LLC	2309 N WALNUT RIDGE LN	FLAGSTAFF	AZ		86004
CAMPOS FAMILY TRUST DTD 07-01-02	4540 S KATHY RD	FLAGSTAFF	AZ		86005
ADAMS RICHARD C & MYRA JANE REVOCABLE LIVING TRUST	7878 E GAINEY RANCH RD NO 4	SCOTTSDALE	AZ		85258
CASTRUITA SERGIO & HILDA	4034 N GANNET WAY	FLAGSTAFF	AZ		86004
KLEINER PENNIE & GREG FAMILY TRUST DTD 03-11-10	2206 N TWISTED LIMB WAY	FLAGSTAFF	AZ		86004
COFFEY DOUGLAS & KARISSA	1704 N IZABEL	FLAGSTAFF	AZ		86004
ROUBAL FAMILY TRUST DTD 09-20-90	405 JACKS CANYON RD NO 140	SEDONA	AZ		86351
PAHLER MULTI-FAMILY ONE LLC	2309 N WALNUT RIDGE LN	FLAGSTAFF	AZ		86004
KIDZ INVESTMENTS IZ LLC	PO BOX 3435	FLAGSTAFF	AZ		86003
HOUSING SOLUTIONS OF NORTHERN ARIZONA INC	PO BOX 30134	FLAGSTAFF	AZ		86003
ROUBAL FAMILY TRUST DTD 09-20-90	405 JACKS CANYON RD NO 140	SEDONA	AZ		86351
IZABEL RENTALS LLC	PO BOX 2727	FLAGSTAFF	AZ		86003
GREENWELL RITA MARIE	1821 N WEST ST	FLAGSTAFF	AZ		86004
NORTHERN ARIZONA HEALTHCARE CORPORATION	PO BOX 1268	FLAGSTAFF	AZ		86001
BLUE HERON VENTURES LLC	1843 E SLEEPER HOLLOW CT	FLAGSTAFF	AZ		86005
WITT DANIEL F & JENNIFER F	1629 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ		86004
MAURER JEFFREY ALLEN & KARI ANN JOINT LIVING TRUST	809 W RIORDAN RD NO 100-288	FLAGSTAFF	AZ		86001
MUESCH DELORES SURVIVORS TRUST DTD 04-26-95	2441 N SWEET CLOVER WAY	FLAGSTAFF	AZ		86004
Mayan Landscaping	1608 IZABEL LLC	FLAGSTAFF	AZ		86004
Current Resident	2903 KACHINA TRL	FLAGSTAFF	AZ		86005
WYSS BENJAMIN	1501 N SAN FRANCISCO ST	FLAGSTAFF	AZ		86001
ESTRELLA ABEL F & PAMELA L	1703 E 2ND AVE	FLAGSTAFF	AZ		86004
HAIGHT MATTHEW R	4343 E SOLIERE AVE NO 1037	FLAGSTAFF	AZ		86004
MEAD FAMILY TRUST DTD 01-22-18	1500 N AZTEC ST	FLAGSTAFF	AZ		86001
NORTHEAST PROFESSIONAL PLAZA OWNERS ASSOCIATION	123 N SAN FRANCISCO ST NO 404	FLAGSTAFF	AZ		86004
FLAGSTAFF MEDICAL CENTER INC	PO BOX 1268	FLAGSTAFF	AZ		86002
ARIZONA DEPARTMENT OF ADMINISTRATION	100 N 15TH AVE	PHOENIX	AZ		85007
WITT DANIEL F & JENNIFER E	1629 MOUNTAIN VIEW AVE	FLAGSTAFF	AZ		86004
MOSER ROBERT B	1C ZOHRAB ST	HATAITAI	WELLINGTON		6021
GOBEIL NORMAND P & BETTY J	908 W MURRAY RD	FLAGSTAFF	AZ		86001
DUNN STEPHEN	3714 N PARADISE RD	FLAGSTAFF	AZ		86004
NOVO KIRSTEN	CMR 450 BOX 691	APO	AE		9705
SETTANNI V JOSEPH & LIANA	1285 S UVX RD	COTTONWOOD	AZ		86326
VISKOCIL THOMAS G	128 E OAK AVE NO A	FLAGSTAFF	AZ		86001
CROCKER MEGHAN	128 E OAK AVE NO B	FLAGSTAFF	AZ		86001
BASIS SCHOOLS INC	7975 N HAYDEN RD NO B-202	SCOTTSDALE	AZ		85258
MMV DEVCO LLC	15300 N 90TH ST NO 200	SCOTTSDALE	AZ		85260
FSL ST FRANCIS VILLAS LP	1201 E THOMAS RD	PHOENIX	AZ		85014
SAN FRANCISCO DE ASIS ROMAN CATHOLIC PARISH FLAGSTA	1600 E ROUTE 66	FLAGSTAFF	AZ		86001
JOHNSON HELEN E TRUST DTD 09-16-70	PO BOX 1131	CORNVILLE	AZ		86325
SLS PROPERTY LLC	3100 N WEST ST NO 100-200	FLAGSTAFF	AZ		86004
CEDAR WEST CAPITAL LLC	10 E DALE AVE	FLAGSTAFF	AZ		86001
DALLIS GOGI L	34091 GRANADA DR	DANA POINT	CA		92629
WOODRUFF KELLY A	7092 QUITO CT	CAMARILLO	CA		93012
BLACK WILLIAM	111 E OAK AVE NO 42	FLAGSTAFF	AZ		86001
SHIVA41 LLC	2302 E GARDENIA DR	PHOENIX	AZ		85020
SCHIMMEL KEVIN	1001 E GRISWOLD RD NO 36	PHOENIX	AZ		85020
ROWELL KELLY RVCBL TRUST DTD 9-24-14	7470 N LUPINE CIRCLE	FLAGSTAFF	AZ		86001
SCHAFFNER FRANK W	1219 E LUKE AVE	PHOENIX	AZ		85014
PISANO ROBERT A & HEATHER L	4450 E PEARCE RD	PHOENIX	AZ		85044
SCHNORR JANICE M REVOCABLE LIVING TRUST DTD 03-27-9	3034 BRITTANY PL	ANCHORAGE	AK		99504
RADMAN MARINA	920 N BARKLEY	MESA	AZ		85203
GOMOLAK DENISE A	111 E OAK AVE NO 18	FLAGSTAFF	AZ		86001
DENNIS CHARLENE S TRUST DTD 08-01-05	1540 S MALABAR LN	GILBERT	AZ		85296
BARTELL FAMILY TRUST DTD 11-10-16	5300 TANAGER DR	FLAGSTAFF	AZ		86004
CREEKSIDE PROPERTIES LLC	270 RIM SHADOWS DR	SEDONA	AZ		86336
POGGI-JENKINS MEREDITH & CARL J	111 N TURQUOISE DR NO 3	FLAGSTAFF	AZ		86001
NADELL AMY LAUREL	10844 N 34TH ST	PHOENIX	AZ		85028
VILLALOBOS PABLO ADRIAN	1807 N WEST ST	FLAGSTAFF	AZ		86004
MPT OF FLAGSTAFF LLC	PO BOX 92129	SOUTHLAKE	TX		76092
CWRP CEDAR FLAGSTAFF MOB OWNER LLC	30021 TOMAS RD NO 130	RANCHO SANTA MARGAR	CA		92688
FLAGSTAFF TRANSITIONAL CARE LLC	1107 HAZELTINE BLVD NO 200	CHASKA	MN		55318
HIGHGATE FLAGSTAFF LLC	1177 W HASTINGS ST NO 2133	VANCOUVER	BC	V6E 2K3	
JEFF KNORR INVESTMENTS LLC	2430 W BLACKHAWK LN	FLAGSTAFF	AZ		86001
MOUNTAIN TOWN HOMES LLC	2050 S WOODLANDS VILLAGE BLVD NO 1	FLAGSTAFF	AZ		86001

RESIDENT	FULLADDR	CITY	STATE	ZIPCODE
Current Resident	2200 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	2220 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1707 E SIXTH AVE	FLAGSTAFF	AZ	86004
Current Resident	2221 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2214 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2210 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2120 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2205 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2201 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2119 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2117 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2106 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2113 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2102 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1706 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1625 N TURQUOISE DR	FLAGSTAFF	AZ	86001
Current Resident	116 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	110 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	103 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	109 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	115 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	119 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	98 E OAK AVE	FLAGSTAFF	AZ	86001
Current Resident	2029 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2021 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2001 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2024 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2016 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2014 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2008 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2000 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1920 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1916 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1912 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1908 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E SECOND AVE	FLAGSTAFF	AZ	86004
Current Resident	1929 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1925 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1921 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1917 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1913 N WEST ST	FLAGSTAFF	AZ	86004

Current Resident	1909 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3605 N PARADISE RD	FLAGSTAFF	AZ	86004
Current Resident	3700 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3618 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3608 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3605 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3609 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3613 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3619 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3703 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	1018 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1024 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1028 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1032 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1027 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1023 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1131 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
Current Resident	3513 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3509 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3505 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3602 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	1205 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
Current Resident	1135 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1140 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1120 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1100 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1080 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1115 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1175 E APPLE WAY	FLAGSTAFF	AZ	86001
Current Resident	1195 E APPLE WAY	FLAGSTAFF	AZ	86001
Current Resident	1205 E APPLE WAY	FLAGSTAFF	AZ	86001
Current Resident	1080 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1120 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1095 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1160 E APPLE WAY	FLAGSTAFF	AZ	86001
Current Resident	1135 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1155 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1175 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1195 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1215 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1235 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1140 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1160 N HEMLOCK WAY	FLAGSTAFF	AZ	86001

Current Resident	1180 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1200 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1255 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1240 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1220 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1100 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1490 N TURQUOISE DR	FLAGSTAFF	AZ	86001
Current Resident	1703 E SECOND AVE	FLAGSTAFF	AZ	86004
Current Resident	1829 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1825 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1821 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1817 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1815 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E FIRST AVE	FLAGSTAFF	AZ	86004
Current Resident	1806 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1713 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1709 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1701 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1704 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1706 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1712 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1716 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1626 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1622 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1624 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1621 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1625 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1618 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1620 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1616 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1612 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1626 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1602 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	2400 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1124 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
Current Resident	3601 N PARADISE RD	FLAGSTAFF	AZ	86004
Current Resident	1700 E SIXTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1140 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1808 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1820 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2020 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2209 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1650 N TURQUOISE DR	FLAGSTAFF	AZ	86001

Current Resident	3013 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2007 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1705 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	2100 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	1717 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1721 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1721 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1627 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1629 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1601 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1628 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1623 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1601 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	3011 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3005 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3007 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3009 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	111 E OAK AVE APT 44	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 43	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 42	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 41	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 38	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 37	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 36	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 31	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 32	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 33	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 34	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 35	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 13	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 20	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 19	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 18	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 17	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 16	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 15	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 14	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 7	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 1	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 2	FLAGSTAFF	AZ	86001

Current Resident	111 E OAK AVE APT 3	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 4	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 5	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 6	FLAGSTAFF	AZ	86001
Current Resident	1615 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1613 N WEST ST UNIT 3	FLAGSTAFF	AZ	86004
Current Resident	1613 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 5	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT B-113	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-213	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-114	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-214	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-115	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-215	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-116	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-216	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-117	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-217	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-118	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-218	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-119	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-219	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-120	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-220	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-121	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-221	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-122	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-222	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-123	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-223	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-124	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-224	FLAGSTAFF	AZ	86001
Current Resident	1485 N TURQUOISE DR STE 200	FLAGSTAFF	AZ	86001
Current Resident	1720 N IZABEL ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1720 N IZABEL ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1613 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1615 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT C-226	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-127	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-227	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-128	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-228	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-129	FLAGSTAFF	AZ	86001

Current Resident	1201 E PONDEROSA PKWY APT C-229	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-130	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-230	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-131	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-231	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-132	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-232	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-133	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-233	FLAGSTAFF	AZ	86001
Current Resident	1917 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1917 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	2213 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2213 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2217 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2217 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2128 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2128 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2112 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2112 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1608 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1608 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1721 N WEST ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	1721 N WEST ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 1	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 3	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 4	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 5	FLAGSTAFF	AZ	86004
Current Resident	1700 N IZABEL ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1700 N IZABEL ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1816 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1816 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1812 N IZABEL ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	1812 N IZABEL ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1628 E MOUNTAIN VIEW AVE APT 1	FLAGSTAFF	AZ	86004

Current Resident	1628 E MOUNTAIN VIEW AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 1	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 3	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 4	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 5	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 6	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 7	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 8	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 9	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT C-126	FLAGSTAFF	AZ	86001
Current Resident	3005 N WEST ST STE B	FLAGSTAFF	AZ	86004
Current Resident	3100 N WEST ST STE 100	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR STE E1	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E3	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E4	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W4	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W5	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W6	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W11	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W7	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W8	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W9	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W10	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W3	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W2	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E2	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E9	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E10	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E11	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E6	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E7	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E8	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E5	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W1	FLAGSTAFF	AZ	86001
Current Resident	2115 N WEST ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	2115 N WEST ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1705 N WEST ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1705 N WEST ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 3	FLAGSTAFF	AZ	86004

Current Resident	1901 N WEST ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2025 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2025 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 209	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 210	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 101	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 105	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 106	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 107	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 108	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 109	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 110	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 801	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 802	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 803	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 804	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 805	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 806	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 807	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 808	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 809	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 810	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 701	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 702	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 703	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 704	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 705	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 706	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 707	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 708	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 709	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 710	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 601	FLAGSTAFF	AZ	86004

Current Resident	2251 N IZABEL ST APT 602	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 603	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 604	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 605	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 606	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 607	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 608	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 609	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 610	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 303	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 304	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 305	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 308	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 309	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 310	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 506	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 507	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 508	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 509	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 510	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 501	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 502	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 503	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 504	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 505	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 8	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 7	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 6	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 5	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 101	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 301	FLAGSTAFF	AZ	86004

Current Resident	2303 N IZABEL ST APT 302	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 303	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 304	FLAGSTAFF	AZ	86004
Current Resident	2208 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2208 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1708 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1708 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1101 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR STE 100	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 101	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 103	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 105	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 102	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 104	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 106	FLAGSTAFF	AZ	86001
Current Resident	1708 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1707 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1509 N TURQUOISE DR APT A	FLAGSTAFF	AZ	86001
Current Resident	1509 N TURQUOISE DR APT B	FLAGSTAFF	AZ	86001
Current Resident	128 E OAK AVE APT A	FLAGSTAFF	AZ	86001
Current Resident	128 E OAK AVE APT B	FLAGSTAFF	AZ	86001
Current Resident	122 E OAK AVE APT A	FLAGSTAFF	AZ	86001
Current Resident	122 E OAK AVE APT B	FLAGSTAFF	AZ	86001
Current Resident	116 E OAK AVE APT 1	FLAGSTAFF	AZ	86001
Current Resident	116 E OAK AVE APT 2	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	2209 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	2217 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1905 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2255 N GEMINI DR BLDG 3	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 4	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 5	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 6	FLAGSTAFF	AZ	86001
Current Resident	1801 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1724 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2012 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1100 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1807 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1703 E FIRST AVE	FLAGSTAFF	AZ	86004
Current Resident	1631 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2255 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	3050 N WEST ST	FLAGSTAFF	AZ	86004

Current Resident	1901 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	1351 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1611 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1603 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1851 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	2021 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 1	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 3	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 4	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 1	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 2	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 3	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 5	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 6	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 7	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 8	FLAGSTAFF	AZ	86004
Current Resident	1351 N PINE CLIFF DR BLDG 1	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY BLDG B	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY BLDG C	FLAGSTAFF	AZ	86001
Current Resident	2251 N IZABEL ST BLDG 10	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 11	FLAGSTAFF	AZ	86004
Current Resident	1251 N PINE CLIFF DR UNIT 112	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 111	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 110	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 109	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 108	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 107	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 106	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 105	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 102	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 101	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 103	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 104	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 122	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 117	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 118	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 114	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 113	FLAGSTAFF	AZ	86001
Current Resident	2112 N IZABEL ST UNIT 3	FLAGSTAFF	AZ	86004
Current Resident	2112 N IZABEL ST UNIT 4	FLAGSTAFF	AZ	86004

Current Resident	1627 E MOUNTAIN VIEW AVE UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1627 E MOUNTAIN VIEW AVE UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2201 N GEMINI DR STE 136	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 135	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 134	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 137C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 137B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 137A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 138	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 139	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 140	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 141	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 129	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 130	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 131	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 132	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 115	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 116	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 117	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 118	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 119	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 120	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 121	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 122	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 123	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 125	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 126	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 133	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 101	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 102	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 100	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 104	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 103	FLAGSTAFF	AZ	86001
Current Resident	2018 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1651 N GEMINI DR UNIT 36	FLAGSTAFF	AZ	86001

Current Resident	1651 N GEMINI DR UNIT 39	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 37	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 38	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 40	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 41	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 42	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 43	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 44	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 45	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 46	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 47	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 48	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 49	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 50	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 51	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 52	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 53	FLAGSTAFF	AZ	86001
Current Resident	2303 N IZABEL ST BLDG 2	FLAGSTAFF	AZ	86004
Current Resident	2240 N IZABEL APT 206	FLAGSTAFF	AZ	86004
Current Resident	2240 N IZABEL APT 106	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 105	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 106	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 107	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 108	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 109	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 110	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 209	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 210	FLAGSTAFF	AZ	86004
Current Resident	2009 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	905 E PINON CT	FLAGSTAFF	AZ	86004
Current Resident	1831 N JASPER DR UNIT 122	FLAGSTAFF	AZ	86001
Current Resident	1831 N JASPER DR UNIT 123	FLAGSTAFF	AZ	86001
Current Resident	1831 N JASPER DR UNIT 221	FLAGSTAFF	AZ	86001

Current Resident	1831 N JASPER DR UNIT 222	FLAGSTAFF	AZ	86001
Current Resident	1840 N JASPER DR STE 1	FLAGSTAFF	AZ	86001
Current Resident	1840 N JASPER DR STE 2	FLAGSTAFF	AZ	86001
Current Resident	1840 N JASPER DR STE 3	FLAGSTAFF	AZ	86001
Current Resident	1895 N JASPER DR STE 1	FLAGSTAFF	AZ	86001

OWNER NAME	OWNER ADDRESS	City	State	Zip
TIMOTHY MCCULLOUGH	OAK AVENUE AND TURQUOISE CONDOMINIUM, L.L.C. 420 N HUMPHREYS ST	FLAGSTAFF	AZ	86002
JOHANNA KLOMANN	SUNNYSIDE NEIGHBORHOOD ASSOCIATION OF FLAGSTAFF, INC. 419 W ASPEN AVE	FLAGSTAFF	AZ	86001
DEBBIE GROSSHAUSER	JENSEN MANOR HOMEOWNER'S ASSOCIATION, INC. 914 N SAN FRANCISCO ST STE A	FLAGSTAFF	AZ	86001
MIKE HUTCHINS	JUNIPER MEADOWS TOWNHOUSE ASSOCIATION, INC. 323 S RIVER RUN RD #1	FLAGSTAFF	AZ	86001
TOM KRAUSE	CLIFFSIDE ESTATES HOMEOWNERS ASSOCIATION, INC. PO BOX 1838	FLAGSTAFF	AZ	86002
OAK PARK MANOR	OAK PARK MANOR TOWNHOMES ASSOCIATION, INC. 3205 LAKESIDE VILLAGE DR	PRESCOTT	AZ	86301
SUNNYSIDE NEIGHBORHOOD ASSOCIATION	SUNNYSIDE NEIGHBORHOOD ASSOCIATION OF FLAGSTAFF, INC. 2304 N THIRD ST #124	FLAGSTAFF	AZ	86004
BRYAN BURTON	PINE VIEW VILLAGE CONDOMINIUMS HOMEOWNERS ASSOCIATION 2700 S WOODLANDS VILLAGE BLVD STE 300-108	FLAGSTAFF	AZ	86001
ALLEN T GINSBERG	TWIN PEAKS TOWNHOMES ASSOCIATION, INC. 5200 E CORTLAND BLVD D1	FLAGSTAFF	AZ	86004
GARY L DILLON	SWITZER CANYON MOBILE HOME PARK, L.L.C. 9015 W SIERRA PINTA DR	PEORIA	AZ	85382
Northeast Profession Plaza	Northeast Profession Plaza Sterling Real Estate Mgmt 323 S River Run, #1	FLAGSTAFF	AZ	86001
EDWIN C YAZZIE	ARROWHEAD WEST, INC. PO BOX 1307	KAYENTA	AZ	86003
BRANDON J KAVANAGH	PEAKS PLAZA CONDOMINIUMS 100 N ELDEN STREET	FLAGSTAFF	AZ	86001

GERALD W NABOURS	WEST STREET OFFICE CONDOMINIUMS OWNERS' ASSOCIATION 10 E DALE AVE	FLAGSTAFF	AZ	86001
DEBBIE GROSSHAUSE	STONE RIDGE HOMES CONDOMINIUMS "AT SWITZER MESA" ASSOCIATION 914 N SAN FRANCISCO ST STE A	FLAGSTAFF	AZ	86001
MIKE HUTCHINS	SWITZER MESA SUBDIVISION HOMEOWNERS ASSOCIATION 323 S RIVER RUN RD #1	FLAGSTAFF	AZ	86001
Sterling Real Estate Management	323 S River Run Rd #1	FLAGSTAFF	AZ	86001
Alpine Mesa Dave Lembke	1120 W. University Ave #200	FLAGSTAFF	AZ	86001

NAME	ADDRESS	CITY	STATE	ZIP CODE
Friends of Flagstaff's Future	P.O. Box 23462	FLAGSTAFF	AZ	86002
Michele A. James	P.O. Box 23462	FLAGSTAFF	AZ	86002
Northern Arizona Building Association	1500 East Cedar Avenue, Suite 86	FLAGSTAFF	AZ	86004
Northern Arizona Association of Realtors, Jeffrey Herd	1515 East Cedar Avenue, Suite C-4	FLAGSTAFF	AZ	86004
Tish Bogan-Ozmun	5271 Mt. Pleasant Drive	FLAGSTAFF	AZ	86004
Marilyn Weissman	1055 East Apple Way	FLAGSTAFF	AZ	86001
Maury Herman	Coast and Mountain Properties 3 North Leroux Street	FLAGSTAFF	AZ	86001
Nat White	1120 North Rockridge Road	FLAGSTAFF	AZ	86001
Charlie Silver	720 West Aspen Avenue	FLAGSTAFF	AZ	86001
Betsy McKellar	330 S Ash Lane	FLAGSTAFF	AZ	86001
David Carpenter	495 S River Run Suite 100	FLAGSTAFF	AZ	86001
Dorenda Coleman	Arizona Army National Guard, AZAA-FMO 5636 E McDowell Rd, M5330	PHOENIX	AZ	85008

Mary Beth Dreusike	US Navy, Intergovernmental Branch 850 Pacific Highway Building 1 – 5th Floor, Suite 513	SAN DIEGO	CA	92132
Celia Barotz	3354 N Crest Street	FLAGSTAFF	AZ	86001
Norm Wallen	3716 N Grandview	FLAGSTAFF	AZ	86004
Jay Christelman	Coconino County Community Development 2500 N Fort Valley Rd. Bldg 1	FLAGSTAFF	AZ	86001
Tyler Denham	800 W Forest Meadows St, Apt 119	FLAGSTAFF	AZ	86001
Jess McNeely	Coconino County Community Development 2500 N Fort Valley Rd. Bldg 1	FLAGSTAFF	AZ	86001
Steve Finch	Flagstaff Lodging, Restaurant & Tourism Association PO Box 30622	FLAGSTAFF	AZ	86003
Adrian Skabelund	819 West Grand Canyon Ave.	FLAGSTAFF	AZ	86001
Rachel Bass	3083 W. Easterday Lane	FLAGSTAFF	AZ	86001
David Hayward Neighborhood Homes, LLC	2368 N Fremont Blvd	FLAGSTAFF	AZ	86001

Barry Levitan	19 S San Francisco St	FLAGSTAFF	AZ	86001

From: Dr. B. Gowey NMD <goweyresearch@hotmail.com>
Sent: Monday, January 3, 2022 9:48 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: re: Open space

Hello,

I wanted to thank you for your work regarding the open space at McMillian Mesa.

Thank you...we need more spaces like this!

Dr. Brandie Gowey, NMD

Gowey Research Group (GRG)

928.214.8793 office

3011 N. West St

Flagstaff, AZ 86004

www.drgowey-business.site

From: Joe <jjmhjr@cox.net>
Sent: Wednesday, January 5, 2022 1:15 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Re zoning McMillian Mesa

Please **approve** the proposed reasoning of McMillian Mesa to Public Open Space.

Thank you,

Joseph Harte

1000 E Ponderosa Parkway

Flagstaff

-----Original Message-----
From: Dawn Gardner <dzgardner@hotmail.com>
Sent: Wednesday, January 5, 2022 2:33 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Macmillan Mesa open space

Please, please, keep the Macmillan Mesa open space; it is such a beautiful easy walk and the Arizona Trail goes through it. While I have walked Buffalo Park for 30 years, this is a new area for me to enjoy, with far fewer people. You can hear the wind, birds, and see for a very long way in all directions. The only problem I have with it is the development/building that is going on right now in the area; I wish the entire mesa were free open space.

Dawn Gardner

-----Original Message-----
From: Valarie Bryant <flagstaffvb@gmail.com>
Sent: Friday, January 7, 2022 11:40 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: McMillan Mesa

YES!!!
Please accept my hearty SUPPORT of the Concept Zoning Map Amendment for the McMillan Mesa Natural Area, application number: PZ-20-00063, which includes 10 parcels.

OPEN spaces are VITAL to our well being as well as for the wildlife and natural vegetation of Flagstaff.

--

Valarie Bryant

From: Ian Torrence <itgoes@aol.com>
Sent: Saturday, January 8, 2022 5:04 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Cc: Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>
Subject: McMillan Mesa Rezone Application

Hi everyone,

Thank you for letting us weigh on the rezoning of McMillan Mesa Open Space. I live at 863 North Pinecliff Drive—just south of McMillan Mesa and Buffalo Park. I frequent the mesa often to run, hike and walk/run my dogs. I'm also a Flagstaff Open Space Steward and have spent countless hours on McMillan Mesa cleaning up trash and pulling invasive plants. I wanted to share my voice and ask that you protect McMillian Mesa as Open Space. It's a biological, cultural and historical resource we must protect. Let us be an example for other growing cities by protecting within city resources like this one. I definitely support the rezone application!

Thank you!

Sincerely,

Ian Torrence

863 North Pinecliff Drive

Flagstaff, AZ 86001

itgoes@aol.com

-----Original Message-----
From: Gisela Kluwin <gkluwin@yahoo.com>
Sent: Monday, January 10, 2022 10:00 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Rezoning McMillan Mesa

[You don't often get email from gkluwin@yahoo.com. Learn why this is important at http://aka.ms/LearnAboutSenderIdentification.]

This is to voice my strong support for the McMillan Mesa Natural Area rezone application. Please protect the remaining parcels from development! Protect them as Open Space!

Gisela Kluwin, Flagstaff

From: vera.markgraf86@gmail.com <vera.markgraf86@gmail.com>
Sent: Monday, January 10, 2022 1:51 PM
To: Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>
Subject: McMillan Mesa rezoning

As a resident of McMillan Mesa I strongly support the conversion of the 10 parcels to open space.

Vera Markgraf

Sent from Mail for Windows 10

From: Eric Senseman <e.senseman@gmail.com>
Sent: Monday, January 10, 2022 6:21 PM
To: Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>
Subject: McMillan Mesa Rezone

Hi there,

As a resident of Flagstaff, I'd like to voice my support for the McMillan Mesa rezone application to make the included parcels Public Open Space (POS) as outlined in application number PZ-20-00063.

Thanks,

Eric Senseman

From: Emily Harrison Torrence <eah7u@virginia.edu>
Sent: Tuesday, January 11, 2022 5:03 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>; Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>
Subject: McMillan Mesa Rezone Application

Hi everyone,

Thank you for letting us weigh in on the rezoning of McMillan Mesa Open Space. I live at 863 North Pinecliff Drive—just south of McMillan Mesa and Buffalo Park. I frequent the mesa often to run, hike and walk/run with my dogs. Seeing the native plants and wildlife is also a draw, and some of them are able to connect the corridor to our backyard. I wanted to share my voice and ask that you protect McMillian Mesa as Open Space. It's a biological, cultural and historical resource we must protect. Let us be an example for other growing cities by protecting within city resources like this one. I definitely support the rezone application!

Thank you!

Sincerely,

Emily Torrence

863 North Pinecliff Drive

Flagstaff, AZ 86001

eah7u@virginia.edu

From: Natasha Stott <nes227@nau.edu>
Sent: Tuesday, January 11, 2022 9:11 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Open space resining

Hi there,

As a flagstaff resident and Open Space volunteer for the city, it is in my best interest to support the rezoning commission. The area surrounding McMillan Mesa is significant as a natural and historical location, with lots to offer to its citizens and should be protected as an open space in Flagstaff. The parcels in the regarding this should be allocated to open space for the city to support recreational activities. It is also a home for sacred plants and wildlife. Please support this request in the upcoming counsel meeting (Feb 22).

Thanks,

Natasha Stott

10. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	02/18/2022
Meeting Date:	03/01/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-05 and Ordinance No. 2022-04: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain documents filed with the City Clerk and entitled "PZ-21-00282 Updates to Zoning Code - Residential Sustainable Building Incentives" 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 Residential Sustainable Building Incentives.

STAFF RECOMMENDED ACTION:

1) Adopt Resolution No. 2022-05
2) Read Ordinance No. 2022-04 by title only for the final time
3) City Clerk reads Ordinance No. 2022-04 by title only (if approved above)
4) Adopt Ordinance No. 2022-04

Executive Summary:

The proposed amendment (Exhibit A to Resolution No. 2022-05) is to assist in implementing the goals and policies of the Flagstaff Regional Plan 2030, the Climate Action and Adaptation Plan, and the Flagstaff Carbon Neutrality Plan. To assist in achieving these goals and policies, multiple changes to the Zoning Code's Residential Sustainable Building Incentives are proposed. New provisions are being added, and several existing regulations are being deleted or modified. The most significant of the modifications include:

- Removing the HERS 50 energy efficiency density bonus provisions;
- Incorporating density bonus provisions for all-electric energy-efficient buildings and buildings that are constructed to comply with one of several available energy efficiency certifications;
- Incorporating Electric Vehicle Supply Equipment provisions;
- Revising the waste reduction requirements to include a Material Management Plan and a Construction and Demolition Waste Management Plan;
- Allowances for the Planning Director to enter into an agreement with property owners that comply with the Residential Sustainable Building Standards to increase their residential density by 25%; and
- Adding the term Electric Vehicle Supply Equipment (EVSE) to the definitions.

The Planning and Zoning Commission reviewed and provided a recommendation of at the February 9, 2022, Planning and Zoning Commission meeting.

The ordinance, resolution, and exhibits have been updated to reflect the amendments made by Council on February 15, 2022.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow.
- Achieve a well-maintained community through comprehensive & equitable code compliance, & development that is compatible with community values.

Carbon Neutrality Plan

EM-3: Support residents, businesses and institution in the transition to electric vehicles.
FS-2: Encourage new buildings to rely on the electric grid as their main energy source.
MM-3: Divert more waste from the landfill.

Regional Plan

Staff's analysis of the Regional Plan's goals and policies is included below under Key Considerations under the Zoning Code Text Amendment Criteria heading, Finding #1 of this report. In addition, a narrative with both Regional Plan and Specific Plan analysis is included as attachment to this report.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on the ordinance.

Options and Alternatives:

The City Council may adopt, modify, or deny the proposed amendment.

Background/History:

Summary of the Staff Revisions to the Zoning Code:

The proposed amendment includes:

1. **Purpose (Section 10-30.70.010):**

   - The purpose has been updated to remove the references to the HERS 50 energy efficiency and align it with the proposed revisions that are intended to foster the production of energy and resource-efficient residential buildings.

2. **Density Bonus (Section 10-30.70.030):**

   - The provisions have been modified to require that an entire residential development complies with the proposed minimum standards of Section 10-30.70.040 (Water Resource Protection, Transportation/Air Quality, Waste Reduction and Energy Efficiency) in order to receive a 25% increase in the maximum allowed density permitted in the designated zone.
   - Table 10-30.70.030.A: Percentage of Housing Units Meeting HERS 50 and Corresponding Density Bonus has been deleted. The HERS 50 energy efficiency standard is being replaced with the new provisions that require the entire development to comply with the proposed requirements.

3. **Minimum Standards (10-30.70.040):**

- Water Resource Protection. The existing provisions have been updated to include all buildings within a residential development comply with reclaimed water, captured rainwater, or graywater.
- Transportation and Air Quality. The provisions have been updated to require a residential development to be located within ¼ mile of a permanent transit stop or accommodate electric vehicle charging as follows:
    - Developments with five or more dwelling units shall provide parking spaces with Electric Vehicle Supply Equipment (i.e., charging equipment).
    - Developments with less than five dwelling units shall provide a 240-volt outlet socket abutting at least one vehicle parking area per unit.

In addition, the route used to measure the distance from a permanent transit stop to a Development Site have been clarified.

- Waste Reduction. The provisions have been revised to incorporate:
    - A Materials Management Plan and a Construction and Demolition Waste Management Plan that demonstrates a significant reduction in landfill waste prepared in accordance with the requirements on file with the City's Sustainability program and approved by the Sustainability Director, or their designee.
- Energy Efficiency. The HERS 50 compliance requirements have been replaced with three energy efficiency development options. The three options are: 1) All-electric, Net Zero Energy Building; 2) All-electric, Energy-Efficient Building; and 3) An All-Electric Building that Earns Triple Certification for Energy, Water, and Air Quality. A developer may choose any one of those options to satisfy the code requirements.

4. **Development Agreement (10-30.70.040):**

- The provisions of this section have been updated to allow the Planning Director to enter into an agreement with a property owner to comply with the program requirements to obtain a density bonus.

5. **Definitions "E" (10-80.20.050):**

- The definitions have been updated to include the term Electric Vehicle Supply Equipment (EVSE), which is the equipment necessary to transfer energy between the premises wiring and an Electric Vehicle.

Key Considerations:

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. <u>Finding #1:</u> The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

The amendment's primary purpose is to implement the Regional Plan's (General Plan) goals and policies related to the production of energy and resource-efficient residential buildings. Therefore, the proposed modifications are intended to incentivize developers by providing a density bonus for developments constructed in conformation with the proposed Residential Sustainable Building Standards of the Zoning Code. The existing, modified, and proposed Zoning Code provisions address multiple goals and policies of the Regional Plan. These include:

- Assisting in improving Flagstaff's air quality by reducing carbon and smoke emissions and greenhouse gases from fossil fuel appliances, vehicles, and energy inefficient buildings (Regional Plan Goals E&C.1. and E&C.2, and Policies E&C.1.2, E&C.2.2., E&C.2.3, and E&C.3.2.);
- Assisting Flagstaff to achieve carbon neutrality and contribute to the community image by requiring developments to utilize all-electric applications, to be located near public transit and provide electric vehicle supply equipment, and to utilize energy-efficient construction technology and appliances

(Regional Plan Goals E&C.2, and Policies E&C.1.2, E&C.2.1., E&C.2.4., ED.7.1., and E.1.5.);
- Allowing the use of reclaimed and gray water and rainwater by requiring developments to provide appropriate plumbing to use these water types (Regional Plan Policy WR.3.4);
- Providing density bonuses as a method to promote land use patterns that increase energy efficiency, and incentivize developments that utilize green construction methods, cost and energy efficiency technologies, and conserve natural resources (Regional Plan Goal E.1, and Policies E.1.3, E.1.4., E.1.4., E.1.6., E.1.7., and E.1.10.); and
- Extending the landfill's life by requiring developments during construction, demolition, and occupation to reuse, recycle, and salvage eligible debris material (Regional Plan Policies PF.1.7.).

It should be noted that the proposed modifications also assist in implementing the City Council adopted Climate Action and Adaption Plan and Flagstaff Carbon Neutrality Plan.

B. Finding #2 The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;
The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provisions are intended to provide efficient residential buildings that minimize a development's overall energy, air, water, and waste material environmental impacts.

C. Finding #3 The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.
The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Community Involvement:

Inform. Persons of interest on file with the Planning and Development Services section of the Community Development Division were notified of the Planning and Zoning Commission and City Council work sessions and public hearing via first-class mail. Moreover, notification of the work sessions and public hearings were published on the City's Facebook and in the Arizona Daily Sun. As of the date of this report, staff has received questions from one member of the public.

Attachments:
Res. 2022-05
Exhibit A to Resolution No. 2022-05
Ord. 2022-04
Application
Public Participation Plan
Narrative and Regional Plan Analysis
Presentation

RESOLUTION NO. 2022-05

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-21-00282 UPDATES TO ZONING CODE – RESIDENTIAL SUSTAINABLE BUILDING INCENTIVES"

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. 2022-04, 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 *"PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Incentives"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of March, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:

A. PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Incentives

Case No. PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Incentives

Amendment for Adoption in Flagstaff Zoning Code

HOW TO READ THIS DOCUMENT

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

Provisions that are being added are shown in bold blue text, like this: **Provisions that are being added are shown in bold blue text.**

Graphics/Figures that are being deleted are indicated with an "X" over the graphic/figure.

Graphics/Figures that are being added are indicated with a border around the graphic/figure.
Tables that are being deleted are indicated with an "X" over the Tables.

Tables that are being added are indicated with a thick border around the Tables.

Section 1. Amend Title 10 Flagstaff Zoning Code, Division 10-30.70: Residential Sustainable Building Standards, Section 10-30.70.010 Purpose, as follows:

Division 10-30.70:
Residential Sustainable Building ~~Standards~~ Incentives

10-30.70.010 Purpose

A. This division implements the City's desire to foster the production of energy and resource efficient residential buildings ~~**and the expansion and installation of renewable energy technologies**~~. The City recognizes that ~~**energy**~~ resources are scarce and valuable, and that one of the ways to develop a truly sustainable community is to encourage the development of sustainable buildings. ~~**The standards in this division are interim requirements until such time as the City's Building Code or Energy Conservation Code are amended with standards that meet or outperform the requirement for HERS 50 energy efficiency as provided in Section 10-30.70.040(D).**~~

Section 2. Amend Title 10 Flagstaff Zoning Code, Division 10-30.70: Residential Sustainable Building Standards, Section 10-30.70.030 Density Bonus, subsection B Market Rate Residential Units and Table 10-30.70.030.A: Percentage of Housing Units Meeting HERS 50 and Corresponding Density Bonus, as follows:

10-30.70.030 Density Bonus

B. Market Rate Residential Units. ~~**For market rate residential units the density bonus established in Table 10-30.70.030.A shall apply:**~~ **When a development complies with Section 10-30.70.040., a**

density increase of 25% above the maximum density permitted in the designated zone shall be allowed. The additional units and bedrooms shall not be included in the calculations for determining if a development is considered a High Occupancy Housing Development.

~~**Table 10-30.70.030.A: Percentage of Housing Units Meeting HERS 50 and Corresponding Density Bonus**~~

~~**Market Rate Housing Units**~~	
~~**% of Units Meeting HERS 50 Standard**~~	~~**% of Density Bonus**~~
~~**25%**~~	~~**10%**~~
~~**50%**~~	~~**15%**~~
~~**75%**~~	~~**20%**~~
~~**100%**~~	~~**25%**~~

Section 3. Amend Title 10 Flagstaff Zoning Code, Division 10-20.40: Permits and Approvals, Section 10-30.70.040 Minimum Standards, as follows:

10-30.70.040 Minimum Standards

~~**In order to**~~ **To** qualify for density bonuses established in Section 10-30.70.030, Density Bonus, the ~~**following minimum prerequisites (subsections (A) through (D) of this section) shall be satisfied**~~ **development must meet requirements in each of the four following areas**:

A. Water Resource Protection. ~~**Each new**~~ **The** development shall ~~**apply**~~ **comply with** at least one of the following:

1. The landscape design for the development shall not include an oasis zone (hydrozone 1) as otherwise permitted in Section 10-50.60.050 (C), Oasis Allowance, and Section 10-50.60.060, Hydrozones; or

2. ~~**Multifamily residential developments of**~~ **Developments with** 20 or more **dwelling** units shall be connected to the City's reclaimed water system for use in irrigation; or

3. ~~**Housing units**~~ **All buildings within a residential development** shall be dual plumbed so that rainwater captured in an active rainwater harvesting system can be used in addition to potable water subject to applicable State, County and City standards; or

4. ~~**Housing units**~~ **All buildings within a residential development** shall be dual plumbed for the use of greywater in toilets subject to applicable State, County and City standards.

B. Transportation and Air Quality. ~~**Each new development shall apply at least one of the following:**~~ **The development shall comply with subsection B.1. or B.2. of this section.**

~~1. The development site is located within at least one-quarter mile of a bus stop; or~~

~~2. The development is located within at least one-quarter mile of a FUTS trail or connected to it; or~~

~~3. Residential electrical systems are designed for electric vehicle charging.~~

1. **Electric vehicle charging.**

   a. **Developments with five or more dwelling units. Electric Vehicle Charging Supply Equipment (EVSE) shall be provided in accordance with Table 10-30.70.040.B.1.**

Table 10-30.70.040.B.1. Parking spaces with EVSE for Residential Developments with more than 20 units	
Parking Spaces Provided	**Spaces with Electric Vehicle Supply Equipment Required**
1 – 50 Spaces	**2 Space**
51 – 100 Spaces	**4 Spaces**
101 and Above Spaces	**6 Spaces**

   b. **Developments with less than five dwelling units. All dwelling units shall have one vehicle parking space with an electrified 240-volt outlet socket.**

2. **The Development Site shall be located within 1,320 feet of a permanent transit stop. The distance between a permanent transit stop and Development Site shall be measured following a continuously improved sidewalk and/or public trail unless otherwise approved by the Director and Sustainability Director.**

C. **Waste Reduction and Management.** ~~During Construction. Each new~~ **The property owner of the** development shall ~~have a written solid waste program that includes at least two of the following three elements:~~ **obtain approval from the Sustainability Director, or designee, of both a Materials Management Plan, and a Construction and Demolition Waste Management Plan, both demonstrating a significant reduction in landfill waste. The plans shall be provided in accordance with the requirements on file with the City's Sustainability program.**

~~1. A plan for the recycling or reuse of all paper, cardboard, plastics, and metals;~~

~~2. A plan for the recycling or reuse of all lumber scraps so that they are diverted from the landfill; and~~

~~3. A plan for the diversion of all masonry, gypsum and cementitious materials so that they are diverted from the landfill.~~

D. Energy Efficiency. **The development shall comply with the requirements in one of the following categories and any required certification or verification of compliance shall be provided by an approved third-party verified/certified professional and approved by the Sustainability Director, or designee:**

~~1. In order to qualify for the density incentive established in Table 10-30.20.050.A, Percentage of Affordable Housing Units and Corresponding Density Bonus, an efficiency standard that is 50 percent of the HERS Reference Home rating established in the 2003 International Energy Conservation Code as measured on the HERS (Home Energy Rating System) index shall be met. Solar collectors, including solar thermal and photovoltaic systems, may be installed to ensure that the residence qualifies.~~

~~2. An applicant applying the HERS rating system to receive the density bonuses allowed under Section 10-30.70.030, Density Bonus, shall obtain independent third-party verification that the minimum HERS rating has been achieved before the density bonus is applied, to the satisfaction of the Director and the Building Official.~~

1. **All-electric, Zero Energy Building.**

    a. **All residential buildings, and residential areas of a Mixed Use Development, including residential leasing and operation areas, of the development shall be constructed in compliance with and verified as a Zero Energy Building as defined by U.S. Department of Energy; and**

    b. **Natural gas plumbing shall not be provided within the development.**

2. **All-electric, Energy-Efficient Building.**

    a. **All residential buildings, and residential areas of a Mixed-Use Development, including residential leasing and operation areas, of the development shall:**

        i. **Achieve bronze-level certification within the National Green Building Standard (ICC-700), as amended, for all residential buildings of the development; and**

        ii. **Be constructed to achieve a building energy efficiency that is equal to or greater than a 15% improvement over the City of Flagstaff's current energy code as specified in the Building Code. The U.S. Department of Energy's REScheck software, or another method approved by the Building Official shall be used to demonstrate compliance energy efficiency requirements; and**

    b. **Natural gas plumbing shall not be provided within the development, unless approved by the Sustainability Director, or designee. Acceptable exceptions for the use of natural gas include:**

        i. **Fireplaces and outdoor grills provided in common and shared use areas and cooking appliances within non-residential uses of a Mixed Use Development; and**

        ii. **Other uses that do not significantly increase the annual carbon emissions of the development, as approved by the Sustainability Director, or designee.**

3. **All-Electric Building with Verified Performance in Energy, Water, and Air Quality.**

    a. **All residential buildings and residential areas of a Mixed-Use Development, including residential leasing and operation areas, of the development shall achieve the U.S. Environmental Protection Agency's:**

i. **Energy Star Multifamily New Construction Certification, or Energy Star for Homes New Construction Certification; and**

ii. **Indoor airPLUS label; and**

b. **All residential buildings will meet the requirements of the WaterSense for Homes 2.0 Mandatory Checklist, available on file with the City's Sustainability Program.**

c. **Natural gas plumbing shall not be provided within the development.**

Section 4. Amend Title 10 Flagstaff Zoning Code, Division 10-20.40: Permits and Approvals, Section 10-30.70.050 Development Agreement, as follows:

10-30.70.050 ~~Development~~ Residential Sustainable Building Incentive Agreement

~~**All applicants seeking to implement the residential sustainable building and affordable housing density bonuses allowed in Table 10-30.20.050.A, Percentage of Affordable Housing Units and Corresponding Density Bonus, shall enter into a development agreement with the City of Flagstaff. Refer to Section 10-20.40.060, Development Agreements.**~~

A. **The property owner shall enter into a Residential Sustainable Building Incentive Agreement, or other agreement approved by the City, to allow an increase in residential density in accordance with the provisions of this Division. The agreement shall be in a form satisfactory to the City Attorney, or designee, and recorded against the property.**

Section 5. Amend Title 10 Flagstaff Zoning Code, Division 10-80.20 Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.050 Definitions "E", to add Electric Vehicle Supply Equipment (EVSE) in alphabetical order, as follows:

Section 10-80.20.050 Definitions "E"

Electric Vehicle Supply Equipment (EVSE). The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the Electric Vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the Electric Vehicle.

ORDINANCE NO. 2022-04

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 "PZ-21-00282 UPDATES TO ZONING CODE – RESIDENTIAL SUSTAINABLE BUILDING INCENTIVES"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to modify the existing residential sustainable building standards; and

WHEREAS, a citizen review session was held at the Planning Commission work session on January 26, 2021, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on February 9, 2022, 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 *"PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Incentives"*, 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. 2022-05.

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 "PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Incentives", 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. 2022-05 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of March, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

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 Zoning Code Text Amendment	File Number
		PZ-21-00282

Applicant(s)/Property Owner(s)	Title	Phone	Email
City of Flagstaff			
Mailing Address		**City, State, Zip:**	
211 West Aspen Road		Flagstaff, Arizona 86001	
Representative (If applicable)	**Title**	**Phone**	**Email**
Jenny Niemann and Dan Folke		928-213-2913	JNiemann@flagstaffaz.gov dfolke@flagstaffaz.ogv
Mailing Address		**City, State, Zip:**	
211 West Aspen Road		Flagstaff, Arizona 86001	

Property Address	City, State, Zip
City wide	Flagstaff, Arizona

Application Name:
Updates to Zoning Code – Residential Sustainable Building Standards

Zoning Code Text Amendment

Chapter Name and Number: Title 10 Flagstaff Zoning Code

Division Name and Number: Division 10-30.70: Residential Sustainable Building Standards and Division 10-80.20 Definition of Specialized Terms, Phrases, and Building Functions

Section Name and Number: Multiple Sections of the Zoning Code, see draft Zoning Code Text Amendment

Additional Information:
The purpose of the proposed amendment is to amend the Residential Sustainable Building Standards and incentives of the Zoning Code to promote the use of electric appliances and Carbon Neutral development, and minimize land fill waste.

Planning Director Signature (required)	Date:	Representative Signature (If applicable)	Date:
	12·10·21		

For City Use

Date Filed:	File Number(s): PZ-21-00282	Fee Receipt Number:
P & Z Hearing Date:	Publication and Posting Date:	Amount:
Council Hearing Date:	Publication and Posting Date:	Date:
Received by:	Comments:	

RESIDENTIAL SUSTAINABLE BUILDING STANDARDS
ZONING CODE TEXT AMENDMENT
PUBLIC PARTICIPATION PLAN

December 19, 2021

I. PURPOSE

The primary purpose of this Zoning Code Text Amendment is to updates variety of miscellaneous Zoning Code Amendment to remove conflicts and simplify the requirements.

This Public Participation Plan will service as the guiding methodology to provide opportunities to the public to participate and provided public comments regarding the proposed Zoning Code Text Amendment.

IAP2 Spectrum of Public Participation Level: Inform

- Inform to provide the public with balanced and objective information to assist them in understanding the problems, alternatives and/or solutions Consult to obtain public feedback on analysis, alternatives and/or decisions

II. FORUM(S), OPEN HOUSE(S) AND NON-REQUIRED WORK SESSION(S)

Opportunities for the public discussion and to provide comments on the proposed Zoning Code Text Amendment will be provided at a work session with the Sustainability Commission on January 27, 2022.

III. REQUIRED WORK SESSIONS AND PUBLIC HEARINGS

The Zoning Code's required Citizen Review work session with the Planning and Zoning Commission will be held at least 14 days prior to the Planning and Zoning Commission's public hearing to provide a recommendation to the City Council on the proposed Zoning Code Text Amendments. The required work sessions and public hearings are anticipated to be as follows:

- 01/26/2022 – Planning and Zoning Commission Required Work Session
- 02/09/2022 – Planning and Zoning Commission Public Hearing
- 02/15/2022 – City Council 1st Public Hearing
- 03/01/2022 – City Council 2nd Adoption

IV. METHODOLOGY OF PUBLIC NOTICE

Notification to property owner and public will be provided in several methods. These will include:

- First class mail post card notices will be sent to all individual, unless otherwise indicated hereinafter, on the interested parties/notification list on file with the Planning and Development Services a minimum of 15 days prior to any neighborhood meeting and public hearings. Note. Certain individuals on the referenced list requested to be notified via email, instead of First-class mail notice.

- Eighth-page ads in the Arizona Sun will be published at least 15 days prior to any required work sessions and public hearings.
- The City Council and Planning and Zoning Commission meeting and work session agendas that include this amendment will be posted at the City Hall and on the City website.

V. MODIFICATION TO THE PUBLIC PARTICIPATION PLAN

From time-to-time, the Public Participation Plan may be amended to add additional work sessions, open house meetings, public hearings, internet public comment opportunities, and associated dates and times. The Zoning Code Manager shall inform the Planning Director of such modifications, and update the plan accordingly. Modifications that eliminates a public comment opportunity from an approved plan shall require that the amended Public Participation Plan be reapproved by the Planning Director.

PLAN APPROVAL

x

Alaxandra Pucciarelli
Acting Planning Director

Residential Sustainable Building Standards Zoning Code Text Amendment

Narrative and Regional Conformance Analysis

Narrative

The purpose of Division 10-30.70: Residential Sustainable Building Standards is to incentivize the production of energy and resource-efficient residential buildings. Initially adopted in November 2011, the code provisions incentivized more efficient buildings. Two years later, the Regional Plan 2030 was ratified, including additional goals and policies advancing energy and resource-efficient buildings. The recent adoption of the Climate Action and Adaptation Plan and the Flagstaff Carbon Neutrality Plan have added goals and policies to minimize Flagstaff's environmental impacts. On June 23, 2020, the Flagstaff City Council unanimously declared a Climate Emergency. With the advancement of the City's goals and policies, the industry's technological and efficiency advancements, and the Climate Emergency declaration, the existing Zoning Code provisions have become dated. Therefore, it is necessary to update the above-referenced Division of the Zoning Code to continue promoting and incentivizing energy and resource-efficient residential buildings to achieve the City's most recent goals and policy objectives.

To assist in achieving the above-referenced goals and policies, multiple changes to the Zoning Code's Residential Sustainable Building Standards are proposed. Proposed provisions are being added, and several existing regulations are being deleted or modified. The most notable modification is the removal of the Home Energy Rating System (HERS) 50 energy efficiency density bonus incentive provisions. The HERS 50 provisions are being replaced with three energy efficiency development options which may be utilized to receive a density bonus. The three options are: 1) All-electric, Net Zero Energy Building; 2) All-electric, Energy-Efficient Building; and 3) An All-Electric Building that Earns Triple Certification for energy, water, and air quality. These proposed provisions are more aligned and assist in implementing the goals and policies of the Regional Plan 2030, Climate Action and Adaptation Plan, and the Flagstaff Carbon Neutrality Plan.

Regional Plan Conformance

The Regional Plan analysis supports the proposed Zoning Code Text Amendment as part of the required findings. The Regional Plan has 97 goals and over 300 policies, which sometimes conflict or are given different weight in decision making. The applicable policies are analyzed by chapter below. No conflicting policies were identified with the proposed amendment.

Chapter IV - Environmental Planning & Conservation

- Goal E&C.1. Proactively improve and maintain the region's air quality.
- Policy E&C.1.2. Pursue reduction of total emissions of high-priority pollutants from commercial and industrial sources and area wide smoke emissions.
- Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
- Policy E&C.2.1. Encourage the reduction of energy and material consumption.
- Policy E&C.2.2. Promote investments that create a more connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.
- Policy E&C.2.3: Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.
- Policy E&C.2.4: Promote developments that help the community achieve carbon neutrality through strategies that reduce the project's emissions from transportation, energy, and consumption.
- Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.

Chapter XIII – Neighborhoods, Housing, & Urban Conservation

- Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy-efficient homes.

Chapter XIV - Economic Development

- Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.

Chapter VI -Water Resources

- Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.

Chapter VII - Energy

- Goal E.1. Increase energy efficiency.
- Policy E.1.3. Empower all community members to make smarter energy choices through education and incentives.
- Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.
- Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation: a. Public transportation, b. Bicycles, c. Pedestrians.
- Policy E.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency.
- Policy E.1.7. Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.
- Policy E.1.10. Incentivize energy efficiency and renewable energy technologies in construction projects.

Chapter XII - Public Buildings, Services, Facilities, & Safety

- Policy PF.1.7. Develop strategies and take meaningful steps towards extending the life of the landfill.

To assist in implementing the above referenced goals and policies, the proposed Zoning Code Text Amendment includes density incentives for developers that meet minimum standards in regard to water resource protection, transportation and air quality, waste reduction, and energy efficiency. The purpose of the incentive is to encourage developers to provide housing that supports the City goals and policies and provides options for Flagstaff residents to acquire dwellings constructed with energy and cost-efficient technology that conserves natural resources. The amendment requires energy-efficient developments that comply with one of the three options: 1) All-electric, Net Zero Energy Building; 2) All-electric, Energy-Efficient Building; and 3) An All-Electric Building that Earns Triple Certification for Energy, Water, and Air Quality. In addition, the proposed provision requires all developments to provide electric vehicle supply equipment or be located within ¼ mile of a permanent transit stop. To assist in implementing this policy, the existing waste reduction requirements have been revised to include a Material Management Plan and a Construction and Demolition Waste Management Plan. One of the primary objectives of including the proposed plans is to divert recyclable, reusable, and salvageable debris material from reaching the landfill. The landfill's life is extended by diverting these materials to be used for other purposes since they would not utilize landfill area.

Conformance with Applicable Specific Plans - High Occupancy Housing

Goal 9 of the High Occupancy Housing Specific Plan is to “Promote affordability and sustainability incentives.” The policies under this goal are about creating more effective incentives for sustainability

and affordability that expand their use in the context of High Occupancy Housing construction. This Zoning Code amendment addresses that policy by stating that "The bonus density, including the bedrooms of these dwelling units, shall not be included in the calculations for determining if a development is considered a High Occupancy Housing Development." The amendment sets the standard for receiving a sustainability bonus at a level that is higher than the existing building code, which was another issue identified in the High Occupancy Housing Specific Plan

Climate Action and Adaption Plan and Flagstaff Carbon Neutrality Plan

The incentive furthers the following goals and strategies of the Carbon Neutrality Plan:

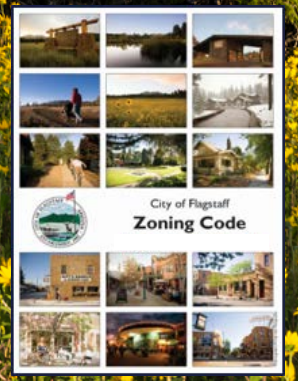
The proposed amendment incorporates several all-electric provisions that are aimed at minimizing the release of carbon-based pollutants and reducing the total emission of a development. The provisions include efficient energy, water, and air quality compliance certifications, which assist in reducing buildings' energy consumption. Also, the proposed provisions include requirements to reuse and recycle eligible materials and the installation of electric vehicle supply equipment. In addition, multiple-family developments are required to be within ¼ mile of a permanent transit stop, which assists in promoting more efficient transportation modes. Together, the proposed provision strengthens climate resiliency, minimizes greenhouse gas emissions, and assists Flagstaff in achieving carbon neutrality. Furthermore, the proposed modification will assist in promoting and contributing to Flagstaff's quality of life that its existing and future residents and businesses seek.

Amendment to Zoning Code Section 10-30.070 Residential Sustainable Building Standards

PZ-21-00282

Tiffany Antol, AICP
Senior Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Amend the Zoning Code to

- **Remove the Home Energy Rating System (HERS) 50 energy efficiency standard and replace with all-electric energy efficient buildings and builds that are constructed to comply with the U.S. Environmental Protection Agency's Energy Star, WaterSense, and/or Indoor airPlus certifications;**
- **Incorporate Electric Vehicle Supply Equipment provisions;**
- **Revise waste reduction requirements; and**
- **Allow the Planning Director to enter into an agreement with property owners that comply with these standards to increase their maximum residential density by 25%.**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Purpose 10-30.70.010

- **The purpose has been updated to remove references to the HERS 50 standard and align it with the proposed revisions that are intended to foster the production of energy and resource-efficient residential buildings.**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Density Bonus (Section10-30.70.030)

- **The provisions have been modified to require that an entire development complies with the proposed minimum standards in order to achieve the 25% density increase.**
- **Table10-30.70.030.A: Percentage of Housing units Meeting HERS 50 and Corresponding Density Bonus has been deleted.**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Minimum Standards (Section 10-30.70.040)

- **Water Resource Protection provisions updated to include all buildings within a residential development.**
- **Transportation and Air Quality provisions require a development to be located within ¼ mile of a transit stop or accommodate electric vehicle charging.**
- **Waste Reduction and Management provisions have been revised to incorporate a Materials Management Plan and a Construction and Demolition Waste Management Plan.**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Minimum Standards (Section 10-30.70.040)

- **Energy Efficiency provisions now include three options in place of the former HERS 50 standards. A developer may choose any one of these options to satisfy the code requirements.**
  1. **All-electric, Zero Energy Building;**
  2. **All-electric, Energy-Efficient Building; and**
  3. **All-electric Building that earns Triple Certification for Energy, Water, and Air-Quality**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Residential Sustainable Building Agreement (Section10-30.70.050)

- **The provisions of this section have been updated to allow the Planning Director to enter into an agreement with a property owner to comply with the program requirements to obtain a density bonus.**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Definitions "E" (Section 10-80.20.050)

- **The definitions have been updated to include the terms Electric Vehicle Supply Equipment (EVSE), which is the equipment necessary to transfer energy between the premises wiring and an Electric Vehicle.**

Residential Sustainable Building Standards

Staff Recommendation

Findings for Zoning Code Text Amendments:

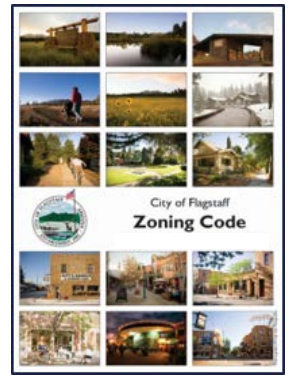
(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Residential Sustainable Building Standards

Questions, Comments, and Suggestions



11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	02/18/2022
Meeting Date:	03/01/2022

TITLE:

Public Hearing. Consideration and Adoption of Ordinance No. 2022-05: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 13.49 acres of real property generally located at 5531 East Cortland Boulevard, a portion of APN 113-37-001E from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density Residential (HR) zone with conditions, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the March 1, 2022, Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2022-05 by title only for the first time
3) City Clerk reads Ordinance No. 2022-05 by title only (if approved above)

At the March 15, 2022, Council Meeting:

4) Read Ordinance No. 2022-05 by title only for the final time
5) City Clerk reads Ordinance No. 2022-05 by title only (if approved above)
6) Adopt Ordinance No. 2022-05

Executive Summary:

Concept Zoning Map Amendment, requested by Miramonte Holdings, LLC., of approximately 13.49 acres located at 5531 East Cortland Boulevard from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density Residential (HR) zone. The development site is already located in the Resource Protection Overlay (RPO).

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts affiliated with this request.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Support social services, community partners, and housing opportunities.
- Support and strengthen a more robust, diverse, and sustainable economy in ways that reflect community values and provides for affordable housing opportunities.
- Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement.
- Provide amenities and activities that support a healthy lifestyle.
- Actively support attainable and affordable housing through City projects and opportunities with developers

Carbon Neutrality Plan

- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
- Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

Regional Plan

A complete analysis of the Regional Plan goals and policies can be found in the attached project narrative and Planning & Zoning Commission staff report dated February 3, 2022.

Has There Been Previous Council Decision on This:

There have been no prior Council Decisions made in regard to this application.

Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background/History:

The applicant, Miramonte Holdings, LLC., is requesting a Concept Zoning Map Amendment to rezone approximately 13.49 acres of an existing 19.26-acre parcel from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones (each make up approximately 1.3 of the area to be rezoned) to the High Density Residential (HR) zone located at 5531 East Cortland Boulevard. This amendment would allow the development of a multifamily residential development consisting of 139 dwelling units located within 25 (4-plex, 5-plex, and 6-plex) townhouse building types. The property is currently undeveloped land with a grouping of trees on the western edge of the proposed development site. The property gently slopes towards the east with no significant slope resources.

An applicant requesting an amendment to the Zoning map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed site plans with all supporting information required for site plan review concurrently with the Zoning Map Amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept zoning and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed uses, vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This means that staff has not reviewed building heights, development standards, landscape plans, outdoor lighting plans, signage plans, or architectural design standards for this project in a detailed and cohesive manner. These review will only take place after the Zoning Map Amendment is approved. In this case, staff recommended that the applicant pursue a concept rezoning due to the reconfiguration of existing access rights on the proposed development site.

In 2002, the City of Flagstaff acquired the land adjacent to the subject property for open space, flood control, recreation, and redevelopment. At the time of acquisition, the City was granted an 88-foot-wide access easement through the center of the subject property. The location of the easement made the development of the subject property extremely difficult. Staff has worked with the applicant to resolve the issue through compromise. The City will abandon the existing easement and the applicant will dedicate a new 45-foot unimproved right-of-way on the northern boundary of the property in addition to providing a 10-foot concrete FUTS along the southern boundary of the property. The details of this exchange are covered in the accompanied development agreement.

Key Considerations:

Proposed Rezoning and Development Plan

The developer, Miramonte Holdings, LLC., is requesting rezoning approval to permit the development of a multifamily development consisting of 139 dwelling units. The proposed development would consist of two-story townhome building types ranging from one- to three-bedroom units. The unit mix as shown on the concept plan includes the following:

UNIT DESCRIPTION	NO. OF UNITS	PERCENTAGE
1 Bed	30	21.5%
2 Bed	79	57%
3 Bed	30	21.5%

The minimum density requirement in the High Density Residential zone is 10 units per acre and the maximum density is 22 units per acre with the Resource Protection Overlay. The Zoning Code utilizes "Gross Density" where the density of a development is calculated by the total number of dwelling units divided by the total acreage of the Development Site Area. This project at 139 units divided by the gross site acreage of 13.49 acres results in 10.30 units per acre. The applicant will be providing improved right-of-way for a new cul-de-sac at the end of Cortland Boulevard (0.53 acres) and unimproved right-of-way for access to the adjacent property owned by the City of Flagstaff (1.74 acres). The Development Site Area after these right of way dedications (net area) will be approximately 11.23 acres in size with a net density of 12.38 units per acre.

Access to the development will be from Cortland Boulevard which will end in a new cul-de-sac within the larger 19.26-acre site. The cul-de-sac will be constructed in conjunction with the proposed multifamily development. The site is long and narrow which lends itself to having a driveway around the exterior of the site with the residential units located in the center like the adjacent apartment complexes.

Concept Zoning Plan

On September 29, 2021, the Inter-Department Staff (IDS) deemed the application for Concept Zoning to be complete. If this rezoning is approved the applicant will need to submit for Site Plan review prior to submitting civil plans or building permits.

Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, approximately 13.49 acres will be rezoned to the High Density Residential (HR) zone. Development of the site will be conditioned to the approved concept plan and a final development agreement. Any substantial change to the approved concept plan (more than a 10% density increase/decrease or modification to any condition of approval) will require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Concept Plan provided includes the general site layout, open space and civic space areas, general circulation, and building elevations.

Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code, a site analysis was completed in

conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The slopes on the subject property are less than 17%, so building foundations do not need to be designed to step with the terrain. The Forest Resources are addressed below in accordance with the provisions of the Resource Protection Overlay.

The applicant has provided a concept plan that considers the key contextual influences including the sensitivity of adjacent land uses; location of property boundaries and setbacks; location of adjacent roads, driveways, pedestrian ways, and bicycle facilities; location of existing transit facilities; as well as the existing built environment.

Resource Protection

There is a Resource Protection Overlay zone on the subject site. The Zoning Code requires 50% of the tree resources to be saved. A conceptual Natural Resource Protection Plan (NRPP) was submitted as part of this rezoning application, which shows 66.4% of the tree resources preserved on the site. There are no slopes on site that exceed 17%. If this rezoning application is approved, an NRPP in compliance with the provision of the Zoning Code will be required as part of the Site Plan review. Staff will ensure compliance with the Zoning Code during Site Plan and Civil Plan review.

Open Space & Civic Space

The HR zone requires 15% of the lot area to be Common Open Space (Table 10-40-30.030.A). A minimum of 1.69 acres of open space are required for the proposed residential project. The plans provided show the open space as the resource, landscape, and FUTS trail. Specific amenities for the residents of the site are not shown. The project narrative references a dog park which will include benches and a Ramada; however, details of this area have not been provided. A pollinator garden and the FUTS on site are also listed as amenities.

Section 10-30.60.060.B.1.b of the Zoning Code requires developments with 50 or more dwelling units to provide a minimum of 5% of the site as Civic Space. This space must be accessible to the public. A total of .56 acres of civic space is required for this project. The FUTS trail located along the southern property line is used to fulfill this requirement on site.

Pedestrian and Bicycle Circulation Systems

Because this property is undeveloped there are no existing edge improvements along the property frontage. As part of this development the applicant will be required to install edge improvements along the cul-de-sac required to be constructed at the end of Cortland Boulevard to serve the property. The edge improvements along the cul-de-sac include a 5-foot parkway and an 8-foot sidewalk. A new 10-foot concrete FUTS trail will be provided by the developer from the new cul-de-sac along the southern property boundary connecting to the adjacent parcel owned by the City of Flagstaff. Cortland Boulevard does not currently have bicycle lanes.

Compatibility and Architectural Design Standards

Compatibility does not mean “the same as” but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. The proposed development conforms to the development pattern of the surrounding neighborhood which includes several multifamily developments.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The development as proposed does not look like a typical apartment complex, instead consisting of building types that more closely represent a townhome

single-family development which is like that of the surrounding development. The High Density Residential (HR) zone has a maximum building height of 60 feet like the properties directly to the south of the site. Several properties in the immediate vicinity are located within the High Density Residential (HR) zone which has a maximum building height of 60 feet. The proposed development is limited to one- and two-story building types which is like the existing development pattern in the area.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. Sample elevations have been provided, but staff has yet to review the final architectural design, colors, or materials, all of which will need to comply with the Architectural Design standards found in the Zoning Code.

Landscaping

Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment application. If this rezoning is approved, Staff will review the required landscape plans and ensure compliance with the Zoning Code during site plan review. At the concept plan level, staff is most concerned with ensuring adequate landscape street buffers, building foundation, and parking lot landscaping. The proposed building types present a unique challenge for applying building foundation landscaping because there are many individual buildings that equate to a higher requirement for landscaping than a larger apartment building. Staff will work with the applicant during site plan review to ensure that adequate landscaping is provided for this project.

Outdoor Lighting

The subject property is located within Lighting Zone 3, which means that it is located further away from astronomical resources within and surrounding the City of Flagstaff. Lighting Zone 3 has the lowest-level standards regarding outdoor lighting and allows for a total of 100,000 lumens per acre for multifamily residential development. A lighting plan is not required as part of a Concept Zoning Map Amendment, but one will be reviewed for compliance at the time of building permit submittal.

Parking

Based on the requirements for market rate units, 290 parking spaces are required and are provided. No parking reduction incentives are used for this development. Fifteen bicycle parking spaces are required and sixteen are provided. In addition to vehicular parking the applicant is proposing and has included in the Development Agreement the provision of 4 EV-ready outlets per the requirements of the building code.

UNIT DESCRIPTION	NO. OF UNITS	SPACES PER UNIT	REQ PARKING	
1 Bed	30	1.5	45	
2 Bed	79	2.25	177.75	
3 Bed	30	2.25	67.5	
			Total	**290**

Historic/Cultural Resources

A Phase 3 Cultural Resource Study has been completed for the property and is currently awaiting final data review to be accepted by the Heritage Preservation Officer. The details of the study are confidential. All required mitigation has been completed.

Public Systems Impact Analysis

Traffic/Right-of-Way Impact

The scope of a Traffic Impact Analysis (TIA) is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. The estimated peak hour trips for this development are 65 vehicles/hour in the a.m. and 79 vehicles/hour in the p.m. According to the Standards, an analysis beyond the traffic statement provided is not required. No impacts to the surrounding transportation network are anticipated that would require mitigation.

Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on April 30, 2021. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently, there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water

All public water infrastructure exists in the Cortland Boulevard right-of-way. There is an 8" water main extended to the property frontage. On-site improvement will include a waterline loop around the property to service each proposed building which will also connect to a newly installed 18" waterline that crosses I-40. The property lies within the City of Flagstaff Zone "C" water pressure system limits and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards. High pressures have been noted on site which require the developer to install pressure reducing valves after the meter.

Wastewater

The main sewer service for this project is a sewer line stub located south of the property. The existing line is an 8" PVC pipe. The developer will connect to this sewer by building a sewer line around the east side of the adjacent parcels and into the City-owned property. Prior to this connection, the existing 8" downstream sewer main must be upsized to a 10" main. This upsized sewer main must be installed, approved, and placed into service prior to the connection.

Stormwater Analysis

The development of the subject project is proposing on-site, pre vs. post, volumetric mitigation in lieu of a Drainage Impact Analysis. The proposed stormwater management design will provide surface retention to not increase the volume of pre-development flows off-site. A basin will also provide peak flow mitigation of post development flow rates to at or below pre-development flow rates. LID requirements will be met per City standards. The Stormwater Manager has provided preliminary acceptance of the proposed on-site mitigation and LID methods. A preliminary drainage report is attached.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report, dated February 3, 2022.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way and all HOAs and apartment management offices within 1,000 feet.

The developer held one virtual neighborhood meeting using the Zoom platform regarding this case on August 26 th at 5:00pm. No one from the public attended the meeting. The second required meeting was waived by the Planning Director. Staff has not received any comments from the public as of the writing of this report.

Expanded Options and Alternatives:

Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends that the City Council approve an amendment to the Zoning Map for 13.49 acres from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density (HR) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance with the concept zoning plan and project narrative including but not limited to the density and intensity and general layout approved by the Inter-Division Staff (IDS) on September 29, 2021, except as modified herein.
2. Development of the HR zone shall be limited to the number of units (139) identified in the concept zone plan and used for the preparation of all impact analysis, except that a 10% increase or decrease in the total number of units identified in the concept zone plan may be approved administratively.
3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
4. All terms, conditions, and restrictions detailed within the “The Lofts at Continental Development Agreement” must be fully satisfied.
5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial, Light Industrial-Open, and Research and Development in accordance with A.R.S. § 9-462.01.

Attachments:

Ord. 2022-05
Ord. 2022-05 Exhibit
Planning & Zoning Commisison Staff Report
Concept Zoning Map Amendment Application
Legal Notice
Project Narrative & Regional Plan Analysis
Cover Sheet & Project Info
Vicinity Map
Contect Analysis
Site Analysis
Concept Zone Plan
Access & Circulation
Grading & Drainage
Utilities
Off-Site Sewer 1
Off-site Sewer 2
Natural Resource Protection Plan & Landscape Plan
Architectural Drawings
Elevation 1
Elevation 2
Traffic Statement
Abandonment & Easements
Citizen Participation Plan
Concept Plat
Rezone Legal Description Ordinance Exhibit A
Development Agreement

Zoning Map Amendment Presentation

ORDINANCE NO. 2022-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 13.49 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 5531 EAST CORTLAND BOULEVARD, APN 112-37-001E, FROM THE HIGHWAY COMMERCIAL (HC), LIGHT INDUSTRIAL-OPEN (LI-O), AND RESEARCH AND DEVELOPMENT (RD) ZONES WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE HIGH DENSITY RESIDENTIAL (HR) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO), PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Miramonte Holdings, LLC., ("the Applicant"), has applied for a Concept Zoning Map Amendment to rezone approximately 13.49 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the High Density Residential (HR) zone with a Resource Protection Overlay (RPO) for the purpose of developing a 139-unit multifamily residential development; and

WHEREAS, the Applicant conducted a neighborhood meeting on August 26, 2021 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Concept Zoning Map Amendment application, following proper notice and a hearing on February 23, 2022, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with a certain condition set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Council has considered the conditions recommended by the Planning and Zoning Commission and has found them to be appropriate for the Property; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Concept Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the High Density Residential (HR) zone with a Resource Protection Overlay (RPO) as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. The Zoning Map Amendment is conditioned on compliance with the Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council concurrently on March 15, 2022 and that should that Development Agreement not be approved and executed this Ordinance becomes null and void.

SECTION 7. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following condition:

CONDITION:

1. The subject property shall be developed in substantial conformance with the concept zoning plan and project narrative including but not limited to the density and intensity and general layout approved by the Inter-Division Staff (IDS) on September 29, 2021, except as modified herein.
2. Development of the HR zone shall be limited to the number of units (139) identified in the concept zone plan and used for the preparation of all impact analysis, except that a 10% increase or decrease in the total number of units identified in the concept zone plan may be approved administratively.
3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
4. All terms, conditions, and restrictions detailed within the "The Lofts at Continental Development Agreement" must be fully satisfied.
5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on

the Property to revert to the former classification of Highway Commercial, Light Industrial-Open, and Research and Development in accordance with A.R.S. § 9-462.01.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of March, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Legal Description

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of the parcel described in Instrument 3695021, Coconino County Records (CCR), situate in section 8, Township 21 North, Range 8 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the northeasterly corner of said parcel which is a point on the south line of Interstate 40;

Thence South 05°43'31" East along the east line of said parcel a distance 375.13 feet to the southeast corner of said parcel;

Thence South 78°05'39" West along the south line of said parcel a distance of 1,250.52 feet to a point on the east line of Cortland Blvd.;

Thence South 79°04'33" West along the north line of Cortland Blvd. a distance of 88.01 feet;

Thence continue South 79°04'33" West a distance of 7.00 feet;

Thence North 10°57'05" West a distance of 35.74 feet to a point which is the beginning of a curve concave to the west and having a radius of 149.00 feet;

Thence northwesterly along said curve a distance of 14.75 feet through a central angle of 05°40'16" to the beginning of a compound curve concave to the west having a radius of 13.00 feet;

Thence northwesterly along said curve a distance of 12.12 feet through a central angle of 53°25'08" to the beginning of a reverse curve concave to the east having a radius of 73.50 feet;

Thence northeasterly, northerly, and northwesterly along said curve a distance of 133.99 feet through a central angle of 104°27'00";

Thence North 36°56'42" West a distance of 89.61 feet to a point which is the beginning of a curve, concave to the east having a radius of 123.50 feet;

Thence northwesterly, north, and northeasterly along said curve a distance of 57.49 feet through a central angle of 26°40'11";

Thence North 10°16'31" West a distance of 117.29 feet to a point on the south line of Interstate 40;

Thence North 76°26'10" East along the south line of Interstate 40 a distance of 10.65 feet to a point which is the beginning of a non-tangent curve, concave to the south and having a radius of 9,000.00 feet and to which beginning a radial line bears North 12°32'20 West;

Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 770.40 feet through a central angle of 04°54'16";

Thence North 81°21'17" East along the south line of Interstate 40 a distance of 391.59 feet to a point which is the beginning of a non-tangent curve, concave to the south and having a radius of 14,123.95 feet and to which beginning a radial line bears North 07°09'02" West;

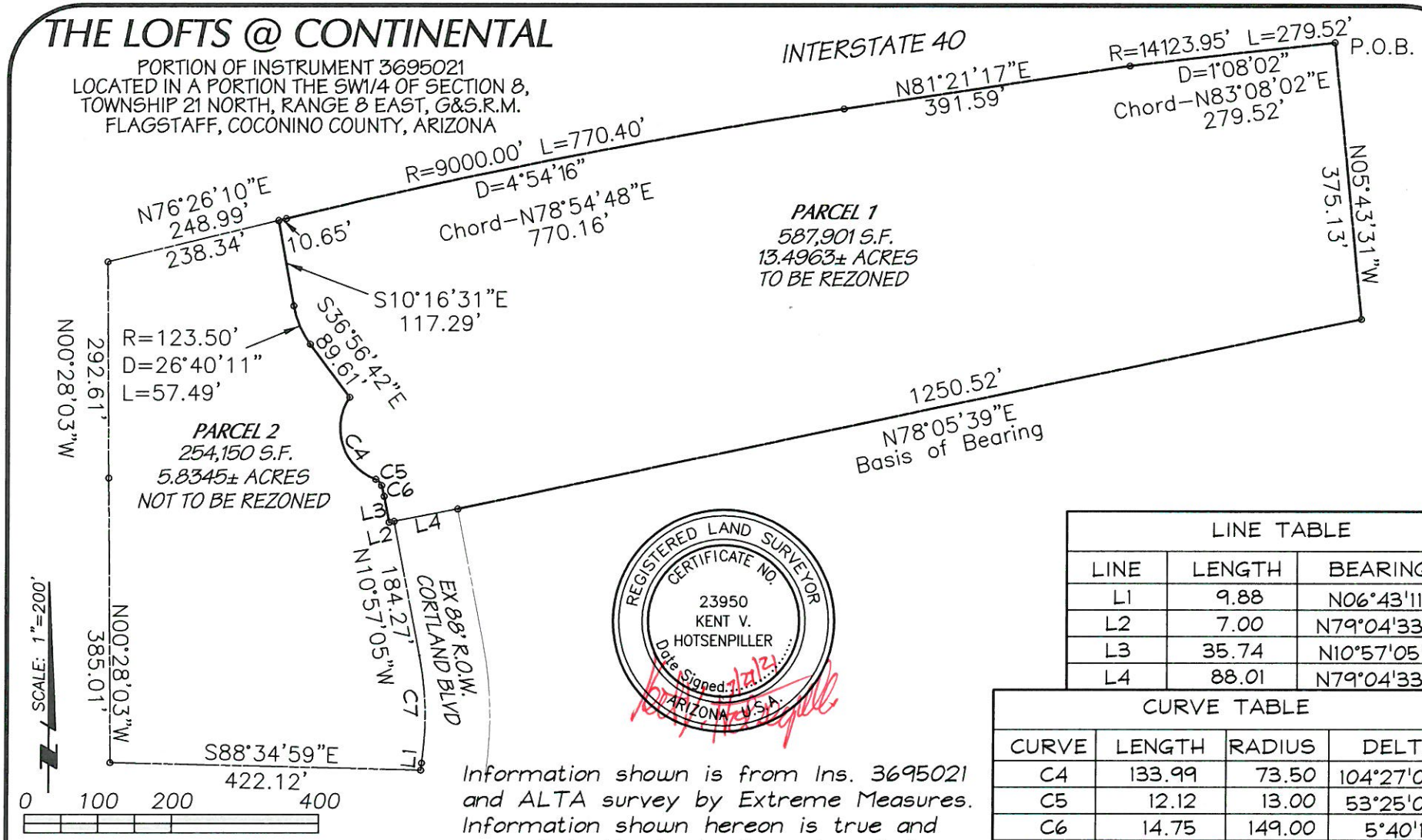
Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 279.56 feet through a central angle of 01°08'03" to the **True Point of Beginning**;

Said parcel contains 587,901 sq. ft. or 13.4963 acres of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.

Parcel to be Rezoned to HR

THE LOFTS @ CONTINENTAL

PORTION OF INSTRUMENT 3695021
LOCATED IN A PORTION THE SW1/4 OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed: 7/27/21
ARIZONA U.S.A.

Information shown is from Ins. 3695021 and ALTA survey by Extreme Measures. Information shown hereon is true and correct to the best of my knowledge.

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.88	N06°43'11"E
L2	7.00	N79°04'33"E
L3	35.74	N10°57'05"W
L4	88.01	N79°04'33"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C4	133.99	73.50	104°27'00"
C5	12.12	13.00	53°25'08"
C6	14.75	149.00	5°40'16"
C7	147.49	448.67	18°50'06"

HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 20356
DATE: 7/26/21

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollon99@aol.com

EXHIBIT B
REZONING LEGAL DESCRIPTION
LOFTS @ CONTINENTAL

PLANNING AND DEVELOPMENT SERVICES REPORT
CONCEPT ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-18-00030-02

DATE: February 3, 2022
MEETING DATE: February 23, 2022
REPORT BY: Tiffany Antol, AICP

REQUEST:
Concept Zoning Map Amendment, requested by Miramonte Holdings, LLC., of approximately 13.49 acres located at 5531 East Cortland Boulevard from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density Residential (HR) zone. The development site is already located within the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Concept Zoning Map Amendment request to the City Council with a recommendation for approval with conditions.

PRESENT LAND USE:
The subject property ("Property") is approximately 13.49 acres of an overall 19.26-acre parcel located at the north end of Cortland Boulevard just south of Interstate 40. The property is currently vacant.

PROPOSED LAND USE:
The developer proposes the construction of a multi-family residential development with a maximum of 139 dwelling units at an overall maximum gross density of approximately 10.30 dwelling units per acre and a maximum net density of 12.38 units per acre. Dwelling units will consist of a mixture of 1-, 2-, and 3-bedroom dwelling units. The project is intended to be developed with two-story townhome style units within a combination of 4-plex, 5-plex, and 6-plex buildings. The development includes outdoor amenities and on-site surface parking.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Interstate 40
East: Vacant land zoned Research and Development and Rural Residential
South: Multi-Family Residential zoned High Density Residential
West: Mix of developed and vacant land zoned Highway Commercial

---

I. Project Introduction

A. Background/Introduction

The applicant, Miramonte Holdings, LLC., is requesting a Concept Zoning Map Amendment to rezone approximately 13.49 acres of an existing 19.26-acre parcel from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones (each make up approximately 1/3 of the area to be rezoned) to the High Density Residential (HR) zone located at 5531 East Cortland Boulevard. This amendment would allow the development of a multi-family residential development consisting of between 139 dwelling units located within 25 (4-plex, 5-plex, and 6-plex) townhouse building types. The Property is currently undeveloped land with a grouping of trees on the western edge of the proposed development site. The property gently slopes towards the east with no significant slope resources.

An applicant requesting an amendment to the Zoning map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed site plans with all supporting information required for site plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept

zoning plan and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This means that staff has not reviewed building heights, development standards, landscape plans, outdoor lighting plans, signage plans, or architectural design standards for this project in a detailed and cohesive manner. These reviews will only take place after the Zoning Map Amendment is approved. In this case, staff recommended that the applicant pursue a concept rezoning due to the reconfiguration of existing access rights on the proposed development site.

In 2002, the City of Flagstaff acquired the land adjacent to the subject property for open space, flood control, recreation, and redevelopment. At the time of acquisition, the City was granted an 88-foot-wide access easement through the center of the subject property. The location of the easement made the development of the subject property extremely difficult. Staff has worked with the applicant to resolve the issue through compromise. The City will abandon the existing easement and the applicant will dedicate a new 45-foot unimproved right-of-way on the northern boundary of the property in addition to providing a 10-foot concrete FUTS along the southern boundary of the property. The details of this exchange are covered in the accompanied development agreement.

B. Proposed Rezoning and Development Plan

The developer, Miramonte Holdings, LLC., is requesting rezoning approval to permit the development of a multi-family development consisting of 139 dwelling units. The proposed development would consist of two-story townhome building types ranging from one- to three-bedroom units. The unit mix as shown on the concept plan includes the following:

UNIT DESCRIPTION	NO. OF UNITS	PERCENTAGE
1 Bed	30	21.5%
2 Bed	79	57%
3 Bed	30	21.5%

The minimum density requirement in the High Density Residential zone is 10 units per acre and the maximum density is 22 units per acre with the Resource Protection Overlay. The Zoning Code utilizes "Gross Density" where the density of a development is calculated by the total number of dwelling units divided by the total acreage of the Development Site Area. This project at 139 units divided by the gross site acreage of 13.49 acres results in 10.30 units per acre. The applicant will be providing improved right-of-way for a new cul-de-sac at the end of Cortland Boulevard (0.53 acres) and unimproved right-of-way for access to the adjacent property owned by the City of Flagstaff (1.74 acres). The Development Site Area after these right of way dedications (net area) will be approximately 11.23 acres in size with a net density of 12.38 units per acre.

Access to the development will be from Cortland Boulevard which will end in a new cul-de-sac within the larger 19.26-acre site. The cul-de-sac will be constructed in conjunction with the proposed multi-family development. The site is long and narrow which lends itself to having a driveway around the exterior of the site with the residential units located in the center like the adjacent apartment complexes.

Concept Zoning Plan

On September 29, 2021, the Inter-Department Staff (IDS) deemed the application for Concept Zoning to be complete. If this rezoning is approved the applicant will need to submit for Site Plan review prior to submitting civil plans or building permits.

A. Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, approximately 13.49 acres will be rezoned to the High Density Residential (HR) zone. Development of the site will be conditioned to the approved concept plan and a final development agreement. Any substantial change to the approved concept plan (more than a 10% density

increase/decrease or modification to any condition of approval) will require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Concept Plan provided includes the general site layout, open space and civic space areas, general circulation, and building elevations.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code, a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The slopes on the subject property are less than 17%, so building foundations do not need to be designed to step with the terrain. The Forest Resources are addressed below in accordance with the provisions of the Resource Protection Overlay.

The applicant has provided a concept plan that considers the key contextual influences including the sensitivity of adjacent land uses; location of property boundaries and setbacks; location of adjacent roads, driveways, pedestrian ways, and bicycle facilities; location of existing transit facilities; as well as the existing built environment.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. The Zoning Code requires 50% of the tree resources to be saved. A conceptual Natural Resource Protection Plan (NRPP) was submitted as part of this rezoning application, which shows 66.4% of the tree resources preserved on the site. There are no slopes on site that exceed 17%. If this rezoning application is approved, an NRPP in compliance with the provision of the Zoning Code will be required as part of the Site Plan review. Staff will ensure compliance with the Zoning Code during Site Plan and Civil Plan review.

iii. Open Space & Civic Space

The HR zone requires 15% of the lot area to be Common Open Space (Table 10-40-30.030.A). A minimum of 1.69 acres of open space are required for the proposed residential project. The plans provided show the open space as the resource, landscape, and FUTS trail. Specific amenities for the residents of the site are not shown. The project narrative references a dog park which will include benches and a Ramada; however, details of this area have not been provided. A pollinator garden and the FUTS on site are also listed as amenities.

Section 10-30.60.060.B.1.b of the Zoning Code requires developments with 50 or more dwelling units to provide a minimum of 5% of the site as Civic Space. This space must be accessible to the public. A total of .56 acres of civic space is required for this project. The FUTS trail located along the southern property line is used to fulfill this requirement on site.

iv. Pedestrian and Bicycle Circulation Systems

Because this property is undeveloped there are no existing edge improvements along the property frontage. As part of this development the applicant will be required to install edge improvements along the cul-de-sac required to be constructed at the end of Cortland Boulevard to serve the property. The edge improvements along the cul-de-sac include a 5-foot parkway and an 8-foot sidewalk. A new 10-foot concrete FUTS trail will be provided by the developer from the new cul-de-sac along the southern property boundary connecting to the adjacent parcel owned by the City of Flagstaff. Cortland Boulevard does not currently have bicycle lanes.

v. Compatibility and Architectural Design Standards

Compatibility does not mean “the same as” but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories:

Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. The proposed development conforms to the development pattern of the surrounding neighborhood which includes several multi-family developments.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The development as proposed does not look like a typical apartment complex, instead consisting of building types that more closely represent a townhome single-family development which is like that of the surrounding development. The High Density Residential (HR) zone has a maximum building height of 60 feet like the properties directly to the south of the site. Several properties in the immediate vicinity are located within the High Density Residential (HR) zone which has a maximum building height of 60 feet. The proposed development is limited to one- and two-story building types which is like the existing development pattern in the area.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. Sample elevations have been provided, but staff has yet to review the final architectural design, colors, or materials, all of which will need to comply with the Architectural Design standards found in the Zoning Code.

vi. Landscaping

Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment application. If this rezoning is approved, Staff will review the required landscape plans and ensure compliance with the Zoning Code during site plan review. At the concept plan level, staff is most concerned with ensuring adequate landscape street buffers, building foundation, and parking lot landscaping. The proposed building types present a unique challenge for applying building foundation landscaping because there are many individual buildings that equate to a higher requirement for landscaping than a larger apartment building. Staff will work with the applicant during site plan review to ensure that adequate landscaping is provided for this project.

vii. Outdoor Lighting

The subject property is located within Lighting Zone 3, which means that it is located further away from astronomical resources within and surrounding the City of Flagstaff. Lighting Zone 3 has the lowest-level standards regarding outdoor lighting and allows for a total of 100,000 lumens per acre for multi-family residential development. A lighting plan is not required as part of a Concept Zoning Map Amendment, but one will be reviewed for compliance at the time of building permit submittal.

viii. Parking

Based on the requirements for market rate units, 290 parking spaces are required and are provided. No parking reduction incentives are used for this development. Fifteen bicycle parking spaces are required and sixteen are provided. In addition to vehicular parking the applicant is proposing and has included in the Development Agreement the provision of 4 EV-ready outlets per the requirements of the building code.

UNIT DESCRIPTION	NO. OF UNITS	SPACES PER UNIT	REQ PARKING
1 Bed	30	1.5	45
2 Bed	79	2.25	177.75
3 Bed	30	2.25	67.5
		Total	**290**

ix. Historic/Cultural Resources

A Phase 3 Cultural Resource Study has been completed for the property and is currently awaiting final data

review to be accepted by the Heritage Preservation Officer. The details of the study are confidential. All required mitigation has been completed.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

The scope of a Traffic Impact Analysis (TIA) is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. The estimated peak hour trips for this development are 65 vehicles/hour in the a.m. and 79 vehicles/hour in the p.m. According to the Standards, an analysis beyond the traffic statement provided is not required. No impacts to the surrounding transportation network are anticipated that would require mitigation.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on April 30, 2021. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water

All public water infrastructure exists in the Cortland Boulevard right-of-way. There is an 8" water main extended to the property frontage. On-site improvement will include a waterline loop around the property to service each proposed building which will also connect to a newly installed 18" waterline that crosses I-40. The property lies within the City of Flagstaff Zone "C" water pressure system limits and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards. High pressures have been noted on site which require the developer to install pressure reducing valves after the meter.

Wastewater

The main sewer service for this project is a sewer line stub located south of the property. The existing line is an 8" PVC pipe. The developer will connect to this sewer by building a sewer line around the east side of the adjacent parcels and into the City-owned property. Prior to this connection, the existing 8" downstream sewer main must be upsized to a 10" main. This upsized sewer main must be installed, approved, and placed into service prior to the connection.

iii. Stormwater Analysis

The development of the subject project is proposing on-site, pre vs. post, volumetric mitigation in lieu of a Drainage Impact Analysis. The proposed stormwater management design will provide surface retention to not increase the volume of pre-development flows off-site. A basin will also provide peak flow mitigation of post development flow rates to at or below pre-development flow rates. LID requirements will be met per City standards. The Stormwater Manager has provided preliminary acceptance of the proposed on-site mitigation and LID methods. A preliminary drainage report is attached.

II. Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the

zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

The subject property is designated as Existing Suburban area type with a portion of the property not being rezoned within a Neighborhood Suburban Activity Center pedestrian shed. Suburban areas are intended to have medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; some services and goods are available to the residents; and the area may have access to public transportation. The City's desired Suburban Neighborhood Characteristics include a density of 2-13 units per acre, low-rise apartments (generally accepted as three-story maximum), and open spaces used for passive recreation. The proposed development complies with these characteristics with approximately 10.30 units per acre. Both gross and net density comply with the density range.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are located in an attachment to this report and within the developer's narrative. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

The subject property is not identified as a site with significant or concentrations of natural resources per Maps 7 and 8 within the Regional Plan. In accordance with Goal E&C.2, the applicant is trying to encourage carbon neutrality using energy efficient appliances, electric vehicle-ready parking spaces, and the provision of bicycle parking on site. The site is located less than a mile to existing transit resources. In accordance with Goal E&C.5, the proposed development will adhere to the City of Flagstaff Outdoor Lighting Standards as required by the Zoning Code.

b. Open Space (Natural Resources and Open Space)

Goal OS.1. promotes the development of trails and access to public lands. The subject property is located adjacent to City-owned property intended to be developed as a regional park. The developer has agreed to

provide and develop a concrete FUTS trail connection through the subject site to this adjacent property. In addition, the developer has worked with City staff to preserve future access needs to the adjacent property.

c. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

As shown on Map 21 and referenced in Policy WR.4.3., "Development requiring public utility services will be located within the Urban Growth Boundary." The Property is located within the Urban Growth Boundary. There is existing water infrastructure in Cortland Boulevard that can support the proposed development. The existing sewer infrastructure available to serve the Property is at capacity and will need to be increased in size to accommodate the proposed development. These improvements will be required prior to the occupancy of the project. The proposed development complies with the findings of the Drainage Impact Analysis discussed in the Public Systems Impact Analysis section of this report.

d. Energy (Energy Efficiency and Renewable Energy)

Goal E.1. encourages increasing energy efficiency. All units within the development are proposed to be ENERGY STAR certified with documentation provided prior to certificate of occupancy. Low VOC and formaldehyde-free materials will be used for the carpet, cabinets, and paint. The units are proposed to include energy recovery ventilators for air quality and engineered HVAC to ensure efficiency. HERS scores are proposed to be below 58. Units are proposed to achieve the Department of Energy ENERGY STAR certification for multifamily new construction verified by a third-party verification professional and Environmental Protection Agency and Indoor airPLUS label through verification by a certified home energy rater using the Indoor airPLUS Verification Checklist. All appliances except for the furnaces will be electric. No sources of renewable energy are proposed for the site.

e. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences, and Education)

Policy CC.1.1 aims to preserve the natural character of the region and includes the preservation of stands of ponderosa pines. The Natural Resource Protection Plan indicates that approximately 66% of the tree resources will be retained.

Goal CC.3 aims to preserve, restore, enhance, and reflect the design traditions of Flagstaff. Specifically, policies CC.3.1 and CC.3.3 discuss the desired design of buildings and their relationship to their context. Staff believes that the design of the two-story units on the property meet these goals.

Policy CC.4.1 states streetscapes are to be context sensitive and transportation systems are to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs. As part of this development, the applicant will be providing the necessary right-of-way to complete Cortland Boulevard in accordance with Engineering Standards. In addition to right-of-way, the applicant will be required to provide edge improvements consisting of parkways and sidewalks/FUTS as called for in the Regional Plan.

f. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed development is on a vacant infill parcel. The development of the infill parcel includes the required civic space, open space, and pedestrian amenities, including the portion of FUTS through the property.

The developer has met with nearby residents and property owners. The Citizen Participation Report, required as part of the rezoning application and prepared by the developer, outlines the specific details of

these efforts. Policy LU.1.11 calls for collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment are proposed so that they are included, engaged, and informed.

Policy LU.1.3 promotes reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open spaces, and programs for the benefit and improvement of the residents. The Regional Plan encourages suburban infill projects that propose multi-family development in the pedestrian shed of activity centers adjacent to public transit routes and a complete FUTS trail system.

The proposed development will provide the community with additional medium-density market-rate units and 14 affordable housing units limited to individuals who initially make no more than 80% of the Area Median Income (AMI) of Flagstaff.

g. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

The proposed development will construct a portion of the FUTS through the property, although the FUTS is not complete in this area and will not connect with other FUTS sections in the area. The Property is located within ¾ of a mile to a transit stop.

h. Neighborhoods, Housing, and Urban Conservation

Goal NH.3 of the Regional Plan speaks to the desire to make available a variety of housing types at different price points to provide housing opportunities for all economic sectors. The units proposed for affordable housing will permanently serve residents earning 80% of the area median income or less. For a single individual, that annual income limit is currently $39,200.

The Regional Plan also aims to have compatible infill projects, specifically in Goal NH.6. While the project is utilizing the High Density Residential zone similar to the surrounding properties, the development standards used are closer in line with the Medium Density Residential zone.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

The community benefit of this project includes contributions to the FUTS trail system, improvements to the existing sewer system that will support the greater area and not just the proposed development, the provision of 14 affordable housing units, and energy-efficient features. Staff believes that the project intends to contribute to the community by exceeding the basic requirements of the Zoning Code and providing resources that will support the greater community as well as mitigate impacts of the proposed development.

C. Finding #3

To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities

to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development with the improvements as identified in this report. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site.

III. Development Agreement

A draft development agreement, attached to this report, has been prepared and continues to be negotiated throughout the review of this project. The primary purpose of this agreement is to set out roles and responsibilities regarding the following (not limited to):

- Off-site sewer modifications
- Dedication of improved right-of-way for cul-de-sac at the end of Cortland Boulevard
- Dedication of unimproved right-of-way for future access to City parcel to the east.
- 10' concrete FUTS trail through property from Cortland Boulevard to City parcel
- 10% Affordable Housing – 14 units
- Energy STAR certified units
- Prohibition of short-term rentals
- Materials management plan for enhanced recycling
- Dog park with amenities for residents
- Four electrical vehicle-ready outlets
- 16 bicycle parking spaces where 15 are required
- Pollinator friendly landscaping

V. Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way and all HOAs and apartment management offices within 1,000 feet.

The developer held one virtual neighborhood meeting using the Zoom platform regarding this case on August 26th at 5:00pm. No one from the public attended the meeting. The second required meeting was waived by the Planning Director. Staff has not received any comments from the public as of the writing of this report.

RECOMMENDATION:

Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving an amendment to the Zoning Map for 13.49 acres from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density (HR) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance with the concept zoning plan and project narrative including but not limited to the density and intensity and general layout approved by the Inter-Division Staff (IDS) on September 29, 2021, with this request except as modified herein.
2. Development of the HR zone shall be limited to the number of units (139) identified in the concept zone plan and used

for the preparation of all impact analysis. There shall be no more than a 10% increase or decrease in the total number of units identified in the concept zone plan.

3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
4. All terms, conditions, and restrictions detailed within the "The Lofts at Continental Development Agreement" must be fully satisfied.
5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial, Light Industrial-Open, and Research and Development in accordance with A.R.S. § 9-462.01.

Attachments:

- Application
- Legal Notice
- Project Narrative & Regional Plan Analysis
- Concept Zone Plan
- Landscape Plan
- Architectural Plans
- Preliminary Drainage Report
- Water Sewer Impact Analysis
- Traffic Statement
- Rezoning Legal Description
- Concept Subdivision Plan
- Citizen Participation Plan

City of Flagstaff — Community Development Division

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

Date Received	Application for Concept Zoning Map Amendment	File Number

Property Owner(s) / Title	Phone	Email
Mongini Irrevocalbe Trust, Mike Mongini, Owner	928-699-4381	mem@h2m2law.com
Mailing Address		**City, State, Zip**
120 N. Beaver Street, Flagstaff, AZ. 86001		
Applicant(s) / Title	**Phone**	**Email**
Miramonte Holdings, LLC- Chris Kemmerly- Owner	520-405-0914	chris@kemmerly.com
Mailing Address		**City, State, Zip**
2502 East River Road, Tucson, AZ. 85718		
Project Representative) / Title	**Phone**	**Email**
Charity Lee - Land Acquisition & Development Manager	928-600-3594	clee@miramontehomes.com
Mailing Address		**City, State, Zip**
102 S. Mikes Pike		Flagstaff, AZ. 86004

Requested Review ■ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
5531 East Cortland BLVD	113-37-001E	No subdivision, meets and bounds
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
HC, LI-O, and RD	High Density Residential (HR)	Suburban Activity Center

Existing Use	Proposed Use
Vacant Land	139 unit multi-family residential community

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

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
NA	NA

Property Owner Signature(required)	Date:	Applicant Signature	Date:
	7-26-21	, Member	7/21/24

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

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

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, February 23, 2022, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on Tuesday, March 1, 2022, at 3:00 p.m., to consider the following:

A. Explanation of Matters to be considered:
A proposed amendment to the official City of Flagstaff zoning map to rezone 13.49 acres from Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) with the RPO to High Density Residential (HR) with RPO for the purpose of constructing a 139-unit Multi-family Residential development.

The site currently consists of land owned by Mongini & Selna Childrens Irrevocable Living Trust.

B. General Description of the Affected Area:
Approximately 13.49 acres located east of Cortland Boulevard and south of Interstate 40, portion of Coconino County Assessor's Parcel Number 113-37-001E, portion of Section 8, T21N, R8E, of the G&SRM, City of Flagstaff, Coconino County, Arizona.

Planning and Zoning Commission meetings are currently being held virtually. For instructions on the virtual meetings visit the following link:

https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission

Contact the Planning Development Manager listed for maps and information regarding the proposed amendment. The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation

Due to the COVID-19 pandemic, Council meetings may be held virtually. At the link below please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments:

https://www.flagstaff.az.gov/328/Meetings

The meetings will continue to be live streamed on the city's website:

https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meet

PROPOSED ZONING MAP AMENDMENT
From Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) with the Resource Protection Overlay (RPO) to High Density Residential (HR) with the Resource Protection Overlay (RPO) for the purpose of a 139-unit Multi-family Residential development

APN: East portion of 113-37-001E
ACRES: Approximately 13.49 Acres

FOR FURTHER INFORMATION CONTACT
Tiffany Antol, AICP
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2605
tantol@flagstaffaz.gov

Charity Lee
Miramonte Holdings, LLC
102 S Mikes Pike
Flagstaff, Arizona 86001
(928) 600-3594
clee@miramontehomes.com

Publish: February 5, 2022

PROJECT NARRATIVE
LOFTS AT CONTINENTAL
CONCEPT REZONING
PZ-20-00183
5531 E. CORTLAND BOULEVARD, FLAGSTAFF
AUGUST 3RD, 2021
UPDATED SEPTEMBER 17, 2021

DEVELOPER/BUYER
Miramonte Holdings, LLC ("Miramonte")
2502 E. River Road, Tucson, AZ. 85718
Chris Kemmerly
(520) 615-8900
chris@kemmerly.com

OWNER/SELLER
Mongini & Selna Childrens Irrevocable Living Trust
P.O. Box 35 Jerome, AZ. 86331
Michael Mongini
(928) 699-4381
mem@h2m2law.com

LAND ACQUISITION & DEVELOPMENT MANAGER
Miramonte Homes
102 S. Mikes Pike, Flagstaff, AZ. 86001
Charity Lee
(928) 600-3594
clee@miramontehomes.com

LANDSCAPE ARCHITECT
Acuña Coffeen Landscape Architects
3532 N. Avenida Albor, Tucson, AZ. 85745
Steve Acuña
520-441-2754
spacuna@msn.com

LEGAL
Aspey Watkins and Diesel
123 N San Francisco St. #300
Flagstaff, AZ 86001
Whitney Cunningham
928-774-1478
info@awdlaw.com

ENGINEERING
Mogollon engineering & surveying inc.
411 W. Santa Fe Avenue
Flagstaff, AZ. 86001
Rob Begley
(928) 214-0214
Mogollon99@aol.com

Table of Contents

ABOUT US 5

PROPERTY DETAILS 5

DEVELOPMENT DETAILS 6

- Plan Overview 6
- Concept Zoning Map Amendment 7
- Housing 7
- Architecture 7
- Sustainable Development 8
- Natural Environment/Landscaping Plan 8
- Amenities 9
- Pedestrian Connectivity 9
- Access/Circulation/Off-Sites 9
- Lighting 9
- Resource Protection Zone 9
- Phasing Plan 9
- Topographic and Flood Zone Designation 10
- Infrastructure 10
  - Water/Sewer 10
  - On-site modifications: 10
  - Off-site modifications: 10
  - Drainage/Stormwater 10
- Public services 10
  - Fire 11
  - Police 11
  - Schools 11
- Trash collection 11

NEIGHBORHOOD MEETING & CITIZEN PARTICIPATION PLAN 11

GENERAL PLAN CONFORMANCE 11

Natural Environment 11

..... 12

Chapter IV- Environmental Planning & Conservation; Open Space 12
Air Quality Goals and Policies 12
Climate Change and Adaptation Goals and Policies 12
Dark Skies Goals and Policies 12
Ecosystem Health Goals and Policies 13
Soils Goals and Policies 13
Chapter V-Open Space 13
Open Space Goals and Policies 13
VI-Water Resources 14
Water Demand Goals and Policies 14
Stormwater & Watershed Management & Water Resources 14
Chapter VII-Energy 15
Efficient Use of Energy Goals and Policies 15
Chapter VIII-Community Character 15
Scenic Resources and Natural Setting Goals and Policies 15
Heritage Preservation Goals and Policies 16
Community Design Goals and Policies 16
Chapter IX Growth Areas & Land Use 17
Reinvestment Goals and Policies 17
Greenfield Development 18
Applicable to all Land Uses Goals and Policies 18
Suburban Area Goals and Policies 20
Activity Centers and Commercial Corridors Goals and Policies 21
Chapter X-Transportation 22
Mobility and Access Goals and Policies 22
Environmental Considerations Goals and Policies 22
Quality Design Goals and Policies 23
Automobile Goals and Policies 23
Chapter XIII-Neighborhoods, Housing, & Urban Conservation 24
Neighborhoods, Housing, and Urban Conservation Goals and Policies 24
Chapter XIV-Economic Development 25
Activity Centers Goals and Policies 25

Redevelopment and Infill Goals and Policies 25
Chapter XV-Recreation 26
Recreation Goals and Policies 26
FINDINGS FOR ZONING MAP AMENDMENT 27

ABOUT US

Since 1992, Miramonte has been building the finest homes and commercial properties across the state of Arizona. From the Sonoran Desert to the mountains of Flagstaff, Arizona is a land of stunning diversity. No one understands this better than the Miramonte Companies. Capturing the essence of each environmentally and culturally unique community it serves within the Grand Canyon State has helped transform this Arizona-based regional company into the state's premier privately held homebuilder.

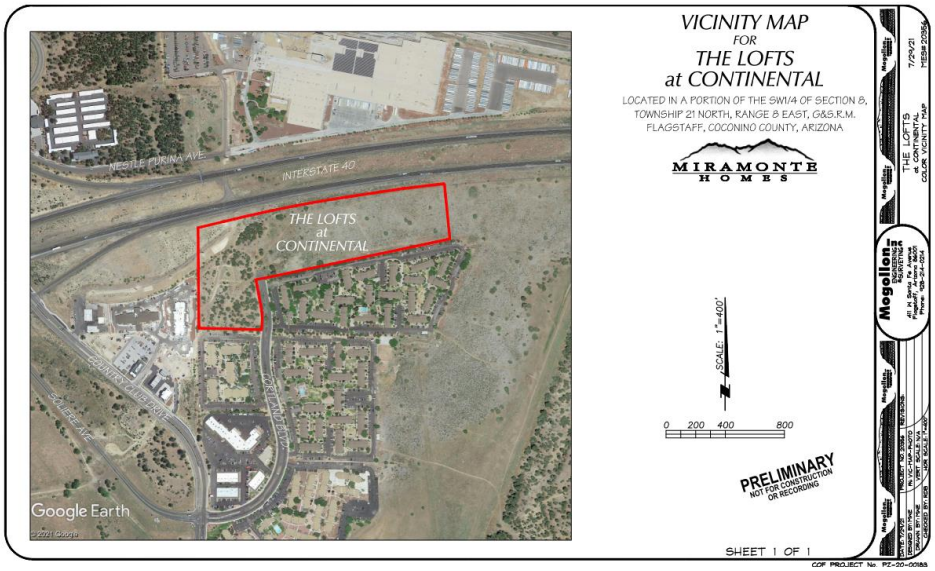
Miramonte has been building homes in Flagstaff, Arizona since 2012 and has developed; Forest Springs Phase I and II, Switzer Canyon, Presidio in the Pines Phases I, II and II, Miramonte Mountain Reserve, Miramonte Mountain Pines, Enclave at Presidio, Miramonte Garden Pines, Dale Condos, Montvale, Walnut Cottages, Ponderosa Parkway and Timber Sky, Deer Creek at Pine Canyon, Elk Pass at Pine Canyon and Flagstaff Ranch.

Miramonte stands as a hallmark of craftsmanship, value, and customer focus. Miramonte's portfolio spans the entire range of the building continuum, including high-density, multi-family urban dwellings, semi-custom and first move-up communities, and Miramonte's visually stunning business, office, and warehouse spaces.

Owned by Chris Kemmerly and led by a team of experienced building professionals, Miramonte is a fully integrated builder with unparalleled scope, resources, and capabilities.

PROPERTY DETAILS

The property is located at the northern end of Cortland Boulevard at 5531 East Cortland Boulevard, Assessor Parcel Number 113-37-001E, a total of 19.26 acres. It is surrounded by multi-family rental units to the south, and commercial development to the west. The property to the east is 70 acres of vacant land/open space acquired by the City of Flagstaff in 2002 for open space, flood control, recreation, and redevelopment. The northern boundary of the Property is Interstate 40.



Excerpt from online City of Flagstaff Zoning Map

Research and Development (RD)

Highway Commercial (HC)

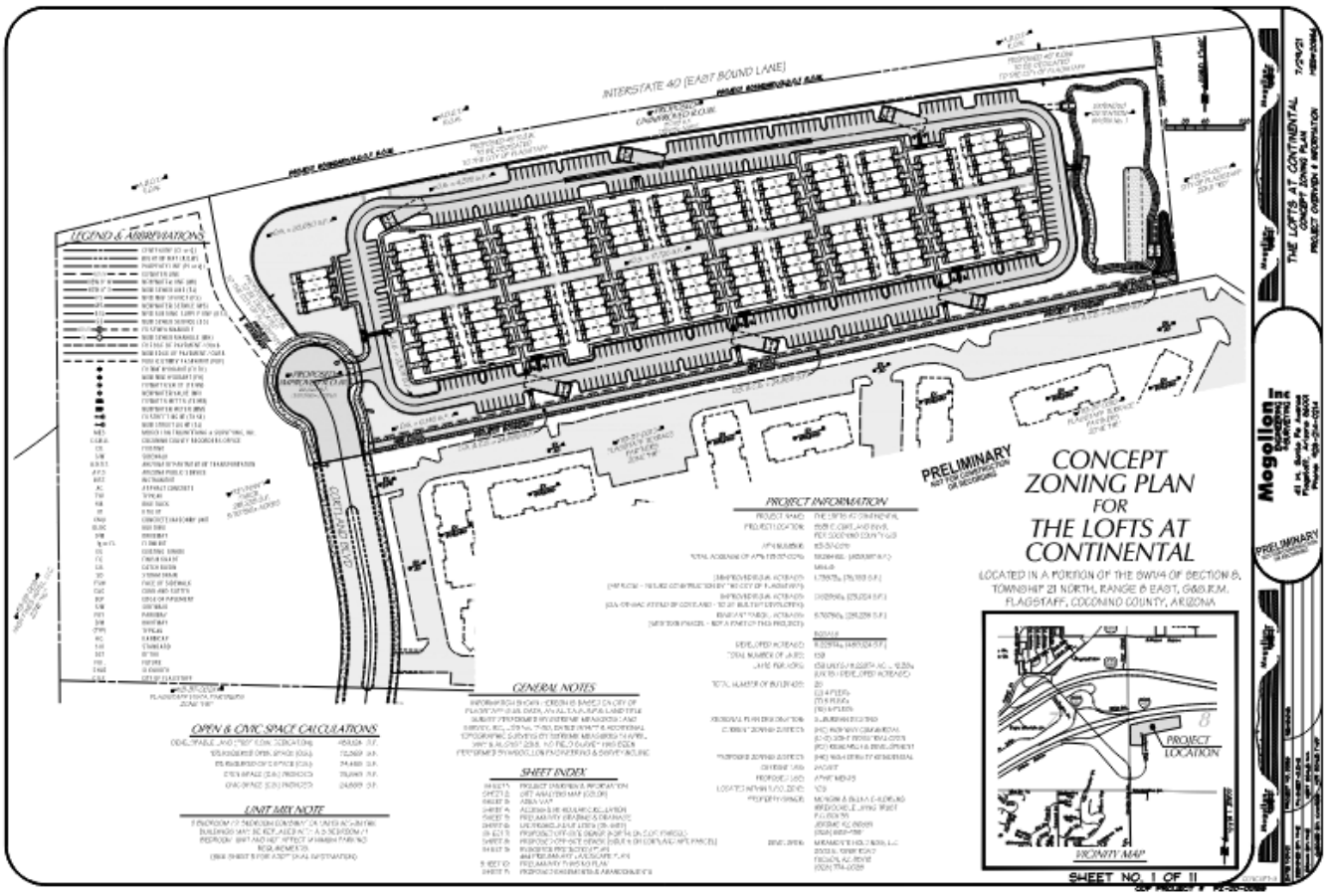
Light Industrial Open (LI-O)

The property is zoned Highway Commercial (over 1/3 of the parcel), Light industrial Open (LI-O) (approximately 1/3), and Research Development (less than 1/3). The site is in a Resource Protection Overlay and in Lighting Zone 3.

DEVELOPMENT DETAILS

Plan Overview

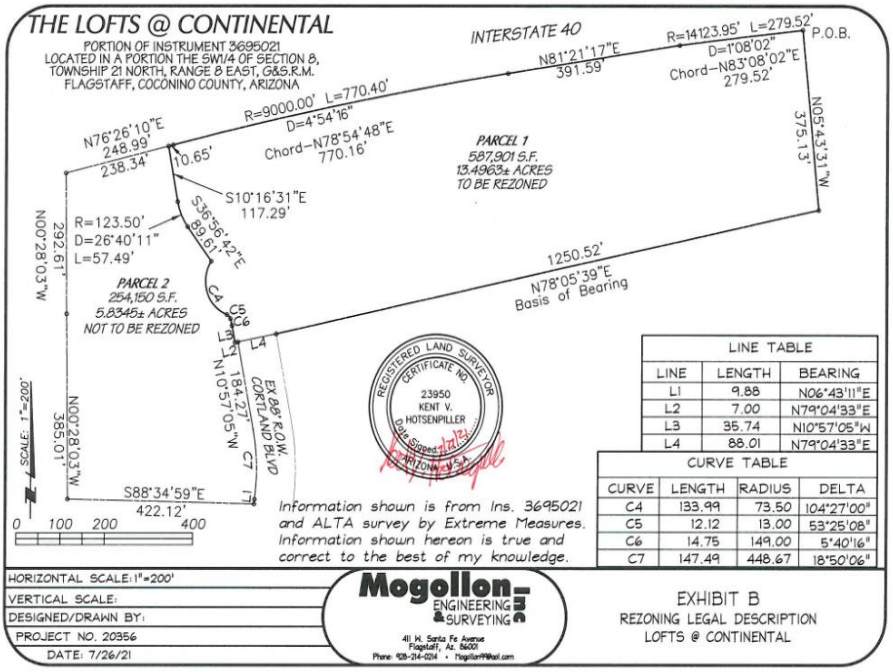
The Lofts at Continental is a 139-unit multi-family residential rental community, providing additional housing for the city of Flagstaff (the "Project"). The Project site is ± 13.49 gross acres with ±11.23 developed acreage. Units per acre is ±12.38 acres (139 units/11.22874 acres = 12.38 ±). There will be a total of 25 buildings consisting of (2) 4 Plex's, (7) 5 Plex's, and (16) 6 Plex's, A TOTAL OF 118,680 square feet.



Proposed use is a for rent apartment complex. There will be 290 parking spaces and 16 bicycle parking spaces provided for the residents. Approximately 1.75 acres, or 76,369 SF will remain open space.

Concept Zoning Map Amendment

To develop the property as proposed requires an amendment to the zoning map. Miramonte is requesting a rezoning of the parcel to High Density Residential. The 19.26-acre parcel will be subdivided as part of the rezoning process. Miramonte is not seeking to rezone the remainder parcel, which is shown as Parcel 2 on Exhibit B, it will keep the Highway Commercial zoning. The project site will be located on approximately 13.496.



Housing

Developer desires to respond to City's December 2020 "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by developing a 139-unit for rent apartment complex. Fourteen of the rental units will be permanently affordable and subject to the City of Flagstaff Affordability Plan. There will be a minimum of one-year leases, short term rentals will not be allowed.

Architecture

The development will be two-story loft apartments. All units will have a bedroom on the main level. There will be one-bedroom, two-bedroom, and three-bedroom units. The construction will be wood frame with post-tension slab-on-grade floors. The exteriors will feature a variety of siding, board and batten, corrugated

metal, and different roof lines for architectural interest. Each unit will be provided with its own AC unit, storage unit for bike storage and other personal storage items, and a covered fenced in patio.

Sustainable Development

All units will be ENERGY STAR certified and include energy efficient features and appliances, including LED interior and exterior lighting and the use of open cell foam insulation in the attics and walls.

Low- VOC and formaldehyde free materials will be used for the carpet, cabinets, and paint.

The units will include energy recovery ventilators for air quality which qualifies the units for air quality plus certification and engineered HVAC to ensure efficiency. HERS scores will be below 58.

All units will also include double heavy duty hidden waste baskets in the kitchen cabinets to promote recycling.

Natural Environment/Landscaping Plan

The Lofts at Continental will provide 450 new trees, 900 shrubs, 900 ground covers and accents and 30 butterfly nectar plants. Native drought tolerant plants will be utilized in the Landscaping Plan and will be

planted in compliance with the City of Flagstaff Landscaping Standards Section 10-50.60. Rainwater harvesting will be utilized by collecting roof runoff in gutters and downspouts to passively irrigate At-Grade landscaping. The added plants will help with runoff, provide clean air into the environment, and provide natural habitat for insects, pollinators, birds, and small animals.

Amenities

A dog park will be included for residents to meet and allow their dogs to play in a safe and controlled area and will include benches, and a Ramada.

A pollinator garden will also be added to support the Mayor's Monarch Butterfly Pledge. This garden will be at the entrance of the development which will provide a beautiful and serene place full for residents to enjoy.

An urban trail will be constructed at the south end of the property running from west to east that will provide direct access to over 70 acres of city owned open space.

Pedestrian Connectivity

The Project will include 5' sidewalks throughout the development connecting to the existing sidewalks along Cortland Boulevard. A 10' wide urban trail will also be constructed and will connect to the Flagstaff Urban Trail System (FUTS) providing direct access to Cortland Boulevard and to the adjacent open space.

Access/Circulation/Off-Sites

The Project is located at the end of Courtland Boulevard, less than 1/2 mile from Country Club Drive and approximately ¾ mile from Interstate 40. Public transportation is available through NAIPTA with Bus Route 3 located off Country Club Drive.

Lighting

The property is in Lighting Zone 3. The Project will preserve and protect the nighttime environment by adopting a lighting plan that follows the Zoning Code, Section 10-50.70, Outdoor Lighting Standards.

Resource Protection Zone

The property is in a Resource Protection Overlay Zone. No steep slope resources are located on the property, the property slopes from 0% to 2%. 66.4% of tree resources are preserved in accordance with the Zoning Code.

Phasing Plan

The Developer proposes to phase the construction of the Project to receive Certificate of Occupancy as buildings are constructed. The intent is to start leasing the units as they are completed to bring additional rental units the housing market quickly. The Developer would like input from the City of Flagstaff on how to

best achieve the desired goal. The goal is to have final buildout within three years or less once approvals have been received.

Topographic and Flood Zone Designation

This is a level site with slopes between 0-2%. There is no urban or rural flood plain located on this site.

Infrastructure

Water/Sewer

The Project is within urban growth boundary and has ability to be served by City water and sewer utilities. Refer to the Water and Sewer Impact Analysis (WSIA) completed by the City of Flagstaff, dated April 30, 2021.

The property is within the City of Flagstaff Zone "C" water pressure system limits and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards.

On-site modifications:

New water and sewer infrastructure will be designed and built for the Project in accordance with the City of Flagstaff Engineering Design Standards.

Off-site modifications:

Sewer:

Developer will upsize an existing 8" downstream sewer main to a 10" sewer main and construct a sewer line on the City of Flagstaff parcel, APN 113-37-001F to connect to a future sewer stub located on parcel 113-37-002F. Developer will secure the necessary public utility easements across the private property and from the City of Flagstaff for the project.

Water: There is an 8" PVC water line in the right-of-way off Cortland Boulevard. The onsite system will loop the property and connect to a newly installed 18" waterline that crosses I-40.

Drainage/Stormwater

The existing off-site drainage flow from the north will be diverted along the north property boundary and away from the extended detention basin. Additional flow from the west to be routed through the site and thru the new extended detention basin located on the eastern property boundary.

Public services

All public services are available in this area. Emergency vehicles will have direct access to the Lofts at Continental off Cortland Boulevard. Service vehicles will have full mobility within the development with 26' drive isles.

Fire
The City of Flagstaff Fire Station 3 is located at 4500 E. Nestle Purina Avenue less than 1 1/2 miles from The Lofts at Continental and will provide fire coverage for the development.

Police
The City of Flagstaff Police Department will be the police protection agency for Lofts at Continental.

Schools
Flagstaff Unified School District as well as a variety of charter schools and college prep schools are available for residents of the Lofts at Continental.

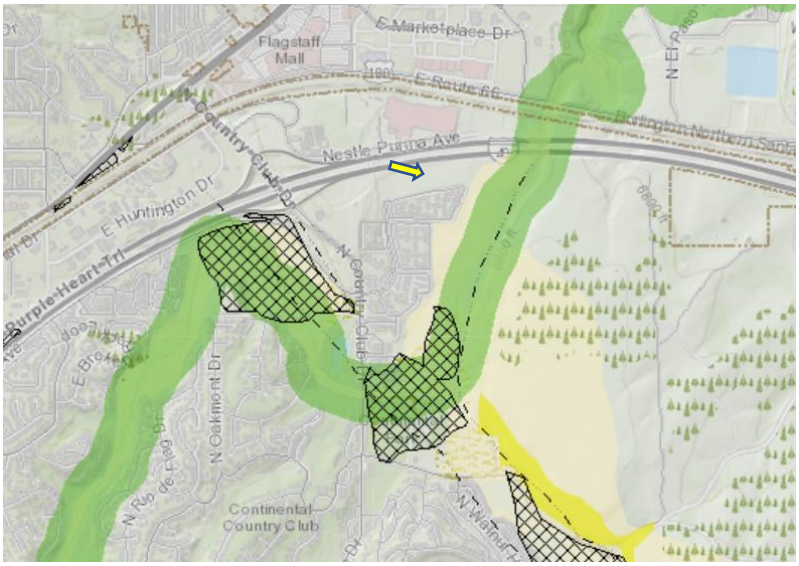
Trash collection
Trash collection will be via recycle and trash dumpsters throughout the site. Refer to the Material Management Plan and Site Plan.

NEIGHBORHOOD MEETING & CITIZEN PARTICIPATION PLAN
Developer recognizes the need to involve the neighborhood and community with this proposed rezoning amendment. Attached is Developer's draft Neighborhood Meeting Plan, which it will implement upon filing of this application and in accordance with Section 10-20.30.060 of the zoning code.

Upon completion, and in advance notice of the first public hearing on this application, Miramonte will submit a detailed report of its citizen participation efforts, the feedback it has received, and changes or proposed changes to the project based on that feedback.

GENERAL PLAN CONFORMANCE
This is a thoughtful project that can foster the planned growth in the activity center in a manner compatible with many goals and policies of the Flagstaff Regional Plan including those cited below.

Natural Environment
The Flagstaff region is rich with natural resources. Underlying the Flagstaff Regional Plan is the basic principle that a healthy natural environment is necessary for a healthy and prosperous human community and economy" **Flagstaff Regional Plan NATURAL ENVIRONMENT | Environmental Planning & Conservation IV-1**. The property is ideal for construction as it does not impact the region's natural resources. Adjacent to the development is riparian vegetation and wildlife linkages as shown on Map 7 of the Regional Plan, the development will not impact these areas. The construction of the FUTS will provide direct access to the city open space where residents can enjoy the natural environment and riparian area.



Map 7: Significant Natural Resources
Flagstaff Regional Plan

Chapter IV- Environmental Planning & Conservation; Open Space

Air Quality Goals and Policies

Goal E&C.1. Proactively improve and maintain the region's air quality

Climate Change and Adaptation Goals and Policies

Goal E&C.2.Reduce greenhouse gas emissions.

- All units will include energy recovery ventilators for air quality.
- 5' sidewalks will be included throughout the development connecting to the existing sidewalks along Cortland Boulevard to promote alternative forms of transportation.
- 10' wide urban trail will also be constructed and will connect to the Flagstaff Urban Trail System (FUTS) providing direct access to Cortland Boulevard and to the adjacent open space.
- Public transportation is available through NAIPTA with Bus Route 3 located ¾ miles from the Project, off Country Club Drive.

Dark Skies Goals and Policies

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

Policy E&C.5.3. Continue to enforce dark sky ordinances.

- The Project will preserve and protect the nighttime environment by adopting a lighting plan that follows the Zoning Code, Section 10-50.70, Outdoor Lighting Standards.

Ecosystem Health Goals and Policies

Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

Policy E&C.6.8. Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant, or edible species appropriate to the area.

- The project has been designed to preserve the greatest number of existing trees on the site, the stand of ponderosa pine trees that is in the northwest portion of the site will remain. This will help to maintain the animal community and will increase the overall value of the project.
- Native drought tolerant plants will be utilized in the Landscaping Plan and will be planted in compliance with the City of Flagstaff Landscaping Standards Section 10-50.60. These plants will help with runoff, provide clean air into the environment, and provide natural habitat for insects, pollinators, birds, and small animals.

Soils Goals and Policies

Goal E&C.9.Protect Soils through conservation practices.

Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion, and destructive vegetation.

- The site is relatively level with no slopes in the project area. This will allow the natural topography to be conserved by building to grade.
- Proposed site grading shall be in accordance with the City of Flagstaff Engineering standards and the recommendations outlined in the geotechnical report.
- Overall site is to be graded to drain to the proposed detention basin and storm water conveyances will be designed and constructed in accordance with the City of Flagstaff Storm Water standards.

Chapter V-Open Space

Open Space Goals and Policies

Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Policy OS.1.3 Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.

Policy OS1.4 Use Open Space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.

Policy OS.1.5. Integrate open space qualities into the built environment.

- Approximately 1.75 acres or Fifteen percent (15%) of the Property will remain open space.
- An urban trail will be constructed at the south end of the property running from west to east that will provide direct access to over 70 acres of city owned open space.
- A pollinator garden will be included at the entrance of the development to provide a natural habitat for butterflies, and other pollinators.
- A dog park will be provided for the residents that is adjacent to the Flagstaff Open Space.

VI-Water Resources

Water Demand Goals and Policies

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas in the city to provide an efficient delivery of services.

Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

- The Project is within urban growth boundary and has ability to be served by City water and sewer utilities.
- The property is within the City of Flagstaff Zone "C" water pressure system limits and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards.
- Developer will upsize the downstream sewer main for benefit of project and the system more generally by constructing a new 10" sewer line.
- This new sewer line will give the city the opportunity to solve the overcapacity that currently exists in the private sewer line system.

Stormwater & Watershed Management & Water Resources

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Policy WR.5.3. Identify downstream impacts as the result of development and provide for mitigation measures to address impacts. When possible, mitigations should be non-structural in nature.

Policy WR.5.6. Implement stormwater harvesting techniques to support water conservation strategies by collecting and using local precipitation in the vicinity where it falls to support both human and overall watershed health needs.

Policy WR5.7. Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.

- There is no urban or rural flood plain on the project site.
- The existing off-site drainage flow from the north will be diverted along the north property boundary and away from the extended detention basin. Additional flow from the west to be routed through the site and thru the new extended detention basin located on the eastern property boundary.
- Rainwater harvesting will be utilized by collecting roof runoff in gutters and downspouts to passively irrigate At-Grade landscaping.

Chapter VII-Energy

Efficient Use of Energy Goals and Policies

Goal E.1. Increase energy efficiency.

Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation: a. Public transportation b. Bicycles c. Pedestrians

Goal E.2. Expand production and use of renewable energy.

Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.

- Construction of the FUTS trail, and sidewalks within the development encourage the use of energy-efficient modes of transportation. NAIPTA bus route 3 is also located ¾ mile from the development.
- Energy efficient appliances will be installed in the units.
- LED interior and exterior lighting will be installed.
- Open cell foam insulation in attics and walls.
- Low-VOC and formaldehyde free materials (i.e., carpet, cabinets, paint) will be installed.
- Green Building construction practices will maximize efficiency, minimize waste, and avoid pollution of the building site.
- ENERGY STAR certified units.
- Engineered HVAC system to ensure efficiency.
- HERS scores below 58.

Chapter VIII-Community Character

Scenic Resources and Natural Setting Goals and Policies

Goal CC.1.Reflect and respect the region's natural setting and dramatic views in the built environment.

Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

Policy CC.1.6. Encourage cluster development to preserve open space, viewsheds, and scenic vistas.

- The maximum buildable height for the proposed zoning is 60'. Miramonte will be constructing two-story buildings to protect the view shed.
- High-density residential development has been designed to focus the construction away from the natural stand of pine trees, no natural resources are impacted by the construction.
- 1.75 acres of open space will be preserved on site.

Heritage Preservation Goals and Policies

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

Policy CC.2.3. Mitigate development impacts on heritage resources.

- Cultural resources on the property were identified by a registered professional archeologist and were mitigated using the Arizona State Museum standards for archeological sites.

Community Design Goals and Policies

Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.

Policy CC.3.2. Maintain and enhance existing buildings and blend well-designed new buildings into existing neighborhoods.

- Exterior of the buildings will be quality construction in an attractive style compatible with the Flagstaff area.
- Exterior colors will complement the natural surroundings.
- The exteriors will feature a variety of siding, board and batten, corrugated metal, and different roof lines for architectural interest.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

Policy CC.4.3. Employ design solutions that balance the interface of the natural and built environments, with the most urbanized core activity areas being the most built, and the most rural areas being the most natural.

Policy CC.4.4. Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

Policy CC.4.5. Encourage local landscaping using Xeriscape, low-impact principles, and native vegetation wherever possible.

- Circular driveway with 26' drive isle provides ease of access for residential traffic and service vehicles.
- Ample parking spaces are located on the
- The parcel is relatively flat with little trees or vegetation so there is no need for large scale clear cutting before development.
- The Project will use native and/or drought tolerant plants in its new landscaping areas and utilize passive rainwater harvesting.
- Roof runoff will be collected in gutters and downspouts to passively irrigate at-grade landscaping.
- The irrigation system will be equipped with rain shut off sensors and moisture sensors to minimize water use further.

Chapter IX Growth Areas & Land Use

Reinvestment Goals and Policies

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete and connected places.

Policy LU.1.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.

Policy LU.1.3 Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space and programs for the benefit and improvement of the local residents.

Policy LU.1.4 Attract private investment by reinvesting in transportation infrastructure improvements as well as public utilities infrastructure for desired development size.

Policy LU.1.5 Maintain and upgrade existing infrastructure and invest in infrastructure to make redevelopment and infill an attractive and more financially viable development option.

Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.

- Development of an underutilized parcel to increase housing in Flagstaff and promote growth in the area.
- Dedication of 45' future right-of-way which will provide access for the public to the adjacent open space and future regional park.

- Upsizing the existing sewer main and construct a sewer line of the City of Flagstaff parcel to connect to a future sewer stub.
- Construction of FUTS trails and sidewalks in the development.

Greenfield Development

Goal LU.2. Develop Flagstaff's Green Fields in accordance with the Regional Plan and within the growth boundary.

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.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.

Policy LU.2.4. Utilize Low Impact Development (LID) strategies and stormwater best practices as part of the overall design for new development.

Policy LU.2.5. Plan Greenfield development within the rural context to encourage formal subdivisions with shared infrastructure instead of wildcat development, and to protect open spaces, and access to public lands.

- The rezoning of the property allows for an underutilized parcel to be developed providing additional housing for the citizens of Flagstaff.
- Development of the lofts will conform to the existing surrounding uses which are multi-family residential.
- The lofts will protect the view shed by only being two stories in height.
- The site has limited natural resources, the development focuses on preserving the stand of ponderosa trees located in the northwest corner of the site.
- A detention basin will be constructed on site with LID Volume at 24,200 C.F. and depth of 1.25'.

Applicable to all Land Uses Goals and Policies

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Policy LU.2.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces and connectivity as the structural framework for development.

Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.

Policy LU.3.4. Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.

Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.

Policy LU.4.2 Utilize the following as guidance in the development process: Natural Environment maps, Environmental Planning and Conservation policies, Considerations for Development, Cultural Sensitivity and Historical Preservation maps, and Community Character policies, while respecting private property rights.

- Developer has reviewed the Regional Plan maps; natural resources are not impacted by this development.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).

Policy LU..5. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainage.

Policy LU.5.6. Encourage the distribution of density with neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

- The proposal is to rezone the site to high-density residential to allow for the development of 139 units on the site. The development will preserve over 1.75 acres of open space.

Goal LU.6. Provide for a mix of land uses.

Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.

Policy LU.6.2 Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses appropriate place types and area types for employment opportunities.

- One-, two- and three-bedroom units will be constructed to provide a variety of housing options. 14 units will be designated as permanently affordable rental units.

- The project is located in a suburban activity center and located near commercial businesses and within a mile from I-40 for easy access to other employment centers throughout the city.

Goal LU.7 Provide for public services and infrastructure.

Policy LU.7.3 Require development proposals to address availability of adequate public services.

Goal LU.8. Balance future growth with available water resources.

Policy LU.8.1 Available water resources should be a consideration for all major development and subdivision applications.

Policy LU.8.2 Impacts on the City's water delivery infrastructure should be a consideration for all residential and nonresidential development proposals.

- The Project is within the urban growth boundary and has the ability to be served by City water and sewer utilities.
- All public services are available in this area. Emergency vehicles will have direct access to the Lofts at Continental off Cortland Boulevard. Service vehicles will have full mobility within the development with 26' drive isles.

Suburban Area Goals and Policies

Goal LU.13. (Suburban Area) Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

Policy LU.13.1. Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.

Policy LU.13.2. Consider public transit connections in suburban development.

Policy LU.13.4. Plan suburban development to include a variety of housing options.

Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, community centers, and neighborhoods.

Policy LU.13.11. Promote cluster development as an alternative development pattern in appropriate locations as a means of preserving resources and to minimize service and utility costs.

- The Suburban Area Goals and Policies have been met with this development and have been identified throughout the General Plan Conformance Section.

Activity Centers and Commercial Corridors Goals and Policies

Goal LU.18. (Activity Center) Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.

Policy LU.18.3. Redevelop underutilized properties, upgrade aging infrastructure, and enhance rights-of-way and public spaces so that existing activity centers and corridors can realize their full potential.

Policy LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.

Policy LU. 18.5 Plan for and support multi-modal activity centers and corridors with an emphasis on pedestrian and transit friendly design.

Policy LU.18.6. Support increased densities within activity centers and corridors.

Policy LU.18.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.

Policy LU.18.13. Promote higher density development in targeted areas where economically viable and desired by the public.

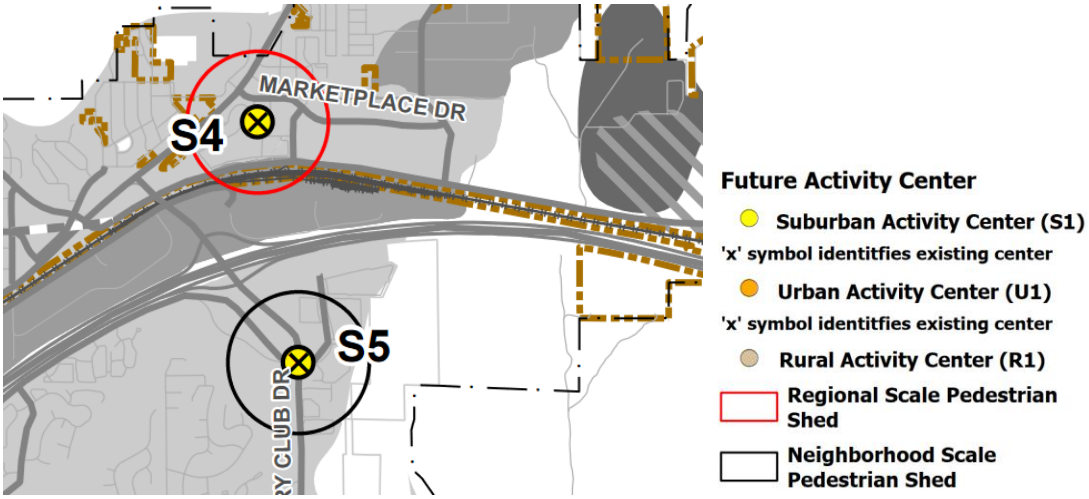
Policy LU.18.14. Endorse efficiency of infrastructure with compact development within targeted activity centers.

Policy LU.18.15. Actual pedestrian-shed boundaries will be established considering opportunities and constraints posed by natural and man-made barriers like terrain or the interstate, road networks, and existing development patterns.

Policy LU.18.18. New development within existing activity centers should enhance the existing street pattern to meet the goals and policies of the Regional Plan related to connectivity and complete streets.

- The Project is located within Suburban Activity Center S5 (Country Club Center – Country Club Dr. / Soliere Ave.).
- This Project adds valuable residential opportunities, including affordable units, near the center of an existing Activity Center.
- Development of this property will provide attainable housing close to employment opportunities and additional clientele support preexisting commercial uses in the Activity Center.
- With the extension of the urban trail across the Property, the residents of beyond the Project benefit from permanent access to the open space. The urban trail also provides a link to connect to the FUTS network providing alternate means of transportation.
- The rezoning would add valuable housing stock for the local workforce with a minor loss of research & development / light industrial.

- Flagstaff's Regional Plan and High Occupancy Housing Specific Plan acknowledge that Activity Centers are the most appropriate locations for more dense residential uses, particularly multi-family and attached housing.
- Activity centers encourage denser residential uses near the center. The current lay out of the Activity Center further underscores appropriateness of this project on this Property.
- The Project consists of 139 units in 25 buildings comprised of (2) 4 Plex's, (7) 5 Plex's (16) 6 Plex's. Use as higher density multi-family residences is consistent with four neighboring apartment developments.
- A more concentrated residential use in this area lessens the need for development towards the peripheral of the urban growth boundary.



Excerpt Flagstaff Regional Plan Map 24: Activity Center

Chapter X-Transportation

Mobility and Access Goals and Policies

Goal T.1. Improve mobility and access throughout the region.

Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.

Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.

Environmental Considerations Goals and Policies

Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.

Policy T.3.1. Design and assess transportation improvement plans, projects, and strategies to minimize negative impacts on air quality and maintain the region's current air quality.

Policy T.3.3. Couple transportation investments with desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.

Policy T.3.7. Design transportation infrastructure to mitigate negative impacts on plants, animals, their habitats, and linkages between them.

Quality Design Goals and Policies

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

Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs and desired community character elements in all transportation investments.

Automobile Goals and Policies

Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.

- The location of project meets Regional Plan goals by tying in to current existing energy efficient alternative transportation systems, namely the Flagstaff Urban Trail System (FUTS) and bus routes for NAIPTA (Northern Arizona Intergovernmental Public Transportation Authority).
- NAIPTA bus stops for Route 3 (Green line) are approximately 3/10 mile from the Project.
- Route 3 provides service (without a transfer) to three schools en route to the Downtown Connection Center via Soliere and Butler.[1] The route also provides a deviation on school days to accommodate the student riders. Heading east, Route 3 ends at the Mall Connection Center near the employment and shopping opportunities in the vicinity.[2]
- Located near the I-40 exchange, Project residents will have easy access to other parts of Flagstaff while bypassing traffic congestion on surface streets.
- Heading north on Country Club Dr. also provides a quick drive to the Nestle Purina factory (which employs 300 people[3]).
- Flagstaff Mall is approximately 2.5 miles from the Project, and other employment opportunities along Marketplace Drive.
- In the event the Northern Arizona Healthcare Health Village is approved near Fort Tuthill, I-40 provides a smooth commute for employees and users of the medical center.
- The extension of the Flagstaff Urban Trail through the project will provide access to the adjacent Flagstaff Open Space and Future Regional Park extending the muti-modal transportation throughout Flagstaff.
- Sidewalks connect to the existing sidewalks along Cortland Boulevard.

[1] https://mountainline.az.gov/wp-content/uploads/2020/02/Mountain-line-System-Map-web.pdf, accessed June 21, 2021.

[3] https://www.nestlepurinacareers.com/locations/flagstaff/ accessed June 20, 2021.

- 16 bicycle racks are provided throughout the development to encourage alternative modes of transportation.
- A 45' public right-of-way will be granted to the City of Flagstaff for the future expansion of the road to provide access for the Public to the future Regional Park and City of Flagstaff Open Space.

Chapter XIII-Neighborhoods, Housing, & Urban Conservation

Neighborhoods, Housing, and Urban Conservation Goals and Policies

Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

Policy NH.1.1. Preserve and enhance existing neighborhoods

Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.

Policy NH.1.4. Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.

- An urban trail will be dedicated to the City of Flagstaff adding to the FUTS trail network.
- Sidewalks within the development connect with the existing sidewalks along Cortland BLVD.

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.

Policy NH.3.5. Encourage and incentivize affordable housing.

- The development will consist of 25 buildings, (2) 4 Plex's, (7) 5 Plex's, and (16) 6 Plex's, a total of 139 units with a mix of one bedroom, two bedroom and three bedrooms to fit the needs of the community.
- 14 of the units will remain permanently affordable and comply with the City of Flagstaff Affordability Plan.

Goal NH.4. All housing is safe and sanitary.

Policy NH.4.3. Address accessibility issues and other housing barriers to person with disabilities or special needs.

Policy NH.4.4. Encourage green practices in housing construction and rehabilitee that support durable, healthy, and energy-efficient homes.

Policy NH.4.6. Consider and integrate public transportation, when possible, in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.

- All units will be ADA accessible by having a unit on the ground floor.
- All units will be Energy Star Certified. Refer to Chapter VII Energy.
- NAIPTA bus stop is within ¾ mile of the project. Refer to Chapter X Transportation

Goal NH.6. Neighborhood conservation efforts of revitalization, redevelopment, and infill are compatible with and enhance our overall community character.

Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.

Policy NH.6.2. Use urban conservation tools to revitalize existing underutilized activity centers to their potential.

- Within the Activity Center, the Project is located on a vacant parcel encircled by pre-existing neighborhoods, the interstate, and commercial uses which limit the size of the development that it can accommodate.
- While the property is not in a neighborhood, the property is considered part of the activity centers pedestrian shed and so it is consistent with the character of high-density residential dwellings.
- Use for industrial and highway commercial purposes (under current zoning) may be non-objectionable to the current commercial neighbors. However, the residents in the adjacent apartment communities may appreciate the extension of the residential character and uses, particularly when a permanent access to open space is provided.

Chapter XIV-Economic Development

Activity Centers Goals and Policies

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.

No policies for this goal.

Redevelopment and Infill Goals and Policies

Goal ED.9. Promote redevelopment and infill as a well-established means to accomplish a variety of community economic, planning, and environmental goals.

No policies for this goal.

Developer acknowledges that the preservation of employment centers and commercial opportunities is part of the Regional Plan. The benefits of granting the requested rezoning far outweigh the minor loss of highway commercial and light industrial zoned property.

- The rezoning does not deplete the Activity Center of future commercial options.
- Developer is not seeking to rezone the "remainder parcel" which will keep its Highway Commercial zoning.
- Another large area zoned Highway Commercial remains on the east side of Country Club Blvd Near the heart of the Activity Center.[4]
- Access to the site is off Cortland Boulevard tucked behind other residential uses making residential development a preferred use over commercial development at this site.
- The Regional Plan suggests residential uses fill in behind commercial ones as moving out from the core of the Activity Center.
- If developed as commercial, the present residents will be sandwiched between commercial.
- Residential development limits traffic to the surrounding residents.
- Commercial development would increase the commercial/freight traffic residents are currently spared.

EXCERPT FROM ONLINE CITY OF FLAGSTAFF

Chapter XV-Recreation

Recreation Goals and Policies

Goal REC 1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

Policy REC.1.1 Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Policy REC.1.2 Promote public and private partnerships to offer parks, recreational facilities, and resources.

- 70 acres of city open space are adjacent to the development. Residents will have direct access to the open space via the urban trail that will be constructed on site.
- Dedication of 45' of future right-of-way will provide access for the public to the future regional park and city open space.

[4] Map available at https://gis.flagstaffaz.gov/portal/apps/sites/#/opendata/app/e875b6af210e466095227070ee2ccc94, accessed June 21, 2021.

FINDINGS FOR ZONING MAP AMENDMENT

Pursuant to Section 10-20.50.040 of the Zoning Code, an amendment to the Zoning Map may be approved if all the following findings are made, as applicable to the type of amendment:

1. The proposed amendment is consistent with and conforms to the goals of the Regional Plan.
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan; and
3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Developer has demonstrated that the Project meets the requirements for a Zoning Map Amendment and requests that the City approve the Zoning Map Amendment for the property to High Density Residential to allow for the multi-family development of 139 units which will provide additional housing to the residents of Flagstaff.

COVER SHEET
AND
PROJECT INFORMATION
FOR
THE LOFTS at CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

MIRAMONTE HOMES

PROJECT INFORMATION

PROJECT NAME:	THE LOFTS AT CONTINENTAL
PROJECT LOCATION:	5531 E. CORTLAND BLVD. PER COCONINO COUNTY GIS
APN NUMBER:	113-37-001E
TOTAL ACREAGE OF APN: 113-37-001E:	19.26462± (839,167 S.F.)
	MINUS
UNIMPROVED R.O.W. ACREAGE: (45' R.O.W. - FUTURE CONSTRUCTION BY THE CITY OF FLAGSTAFF):	1.73973± (75,783 S.F.)
IMPROVED R.O.W. ACREAGE: (CUL-DE-SAC AT END OF CORTLAND - TO BE BUILT BY DEVELOPER):	0.52856± (23,024 S.F.)
REMNANT PARCEL ACREAGE: (WESTERN PARCEL - NOT A PART OF THIS PROJECT):	5.76756± (251,235 S.F.)
	EQUALS
DEVELOPED ACREAGE:	11.22874± (489,124 S.F.)
TOTAL NUMBER OF UNITS:	139
UNITS PER ACRE:	139 UNITS / 11.22874 AC. = 12.38± (UNITS / DEVELOPED ACREAGE)
TOTAL NUMBER OF BUILDINGS:	25 (2) 4 PLEX's (7) 5 PLEX's (16) 6 PLEX's
REGIONAL PLAN DESIGNATION:	SUBURBAN EXISTING
OPEN SPACE TYPE:	COMMON
CURRENT ZONING DISTRICT:	(HC) HIGHWAY COMMERCIAL (LI-O) LIGHT INDUSTRIAL OPEN (RD) RESEARCH & DEVELOPMENT
PROPOSED ZONING DISTRICT:	(HR) HIGH DENSITY RESIDENTIAL
CURRENT USE:	VACANT
PROPOSED USE:	APARTMENTS
LOCATED WITHIN R.P.O. ZONE:	YES
PROPERTY OWNER:	MONGINI & SELNA CHILDRENS IRREVOCABLE LIVING TRUST P.O. BOX 35 JEROME AZ, 86331 (928) 699-4381
DEVELOPER:	MIRAMONTE HOLDINGS, LLC 2502 E. RIVER ROAD TUCSON, AZ. 85718 (928) 774-0028

PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING

SHEET 1 OF 1

THE LOFTS
at CONTINENTAL
COVER SHEET & PROJECT INFORMATION MES# 20356
7/29/21

Mogollon Inc
ENGINEERING
&SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 7/29/21
DESIGNED BY: MME
DRAWN BY: MME
CHECKED BY: RDB
PROJECT NO. 20356
FN: COVER SHEET
VERT. SCALE: N/A
HOR. SCALE: 1"=400'
REVISIONS:

COF PROJECT No. PZ-20-00183

VICINITY MAP
FOR
THE LOFTS at CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

MIRAMONTE HOMES

SCALE: 1"=400'

0 200 400 800

PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING

SHEET 1 OF 1

THE LOFTS at CONTINENTAL
COLOR VICINITY MAP
7/29/21
MES# 20356

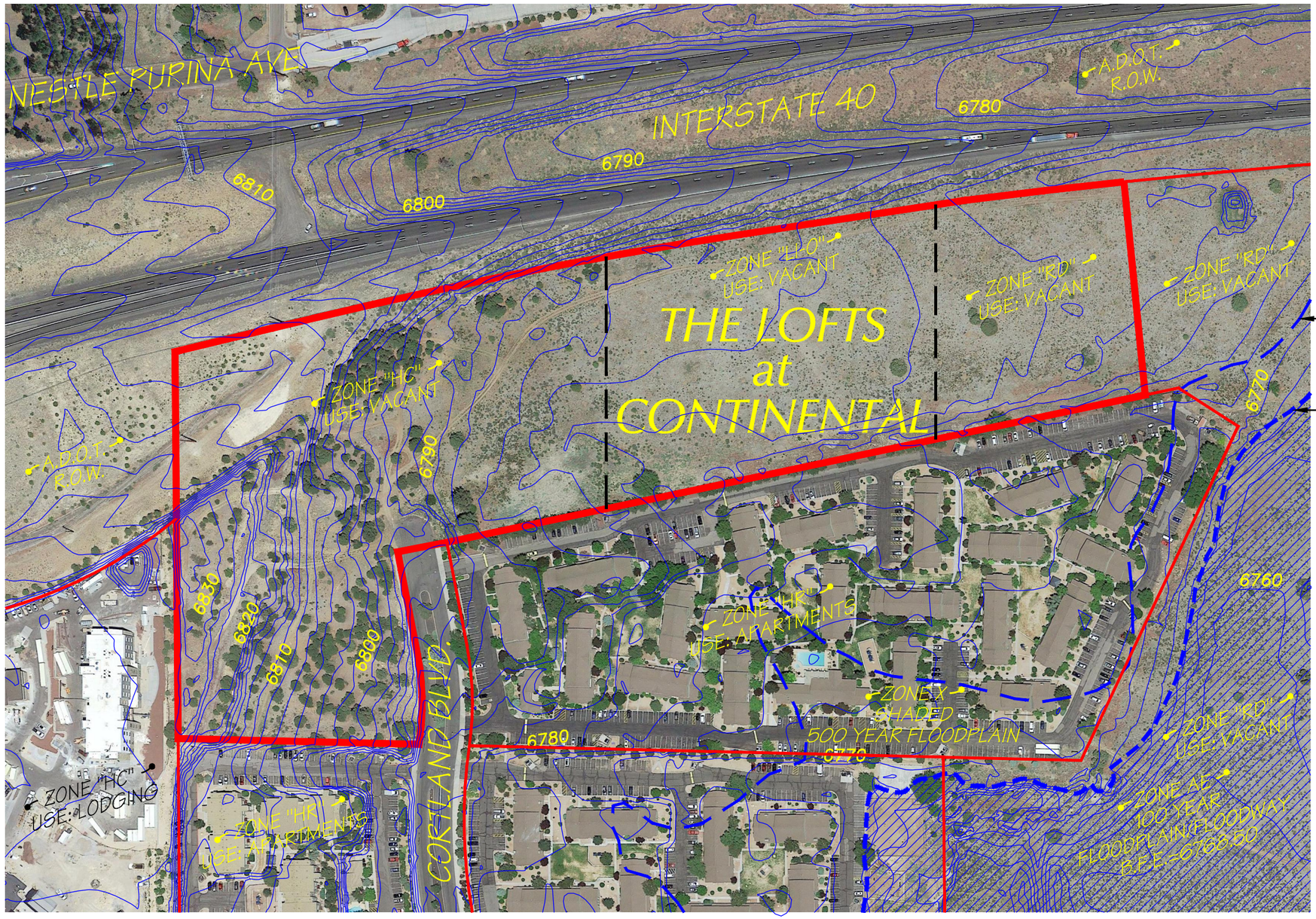
Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 7/29/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MWE | FN: VIC-MAP-PHOTO
DRAWN BY: MWE | VERT SCALE: N/A
CHECKED BY: RDB | HOR SCALE: 1"=400'

COF PROJECT No. PZ-20-00183

CONTEXT ANALYSYS MAP

MIRAMONTE HOMES



500 YEAR FLOODPLAIN/FLOODWAY LIMITS PER DFIRM

100 YEAR FLOODPLAIN/FLOODWAY LIMITS PER DFIRM

SCALE: 1"=200'

0 100 200 400

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

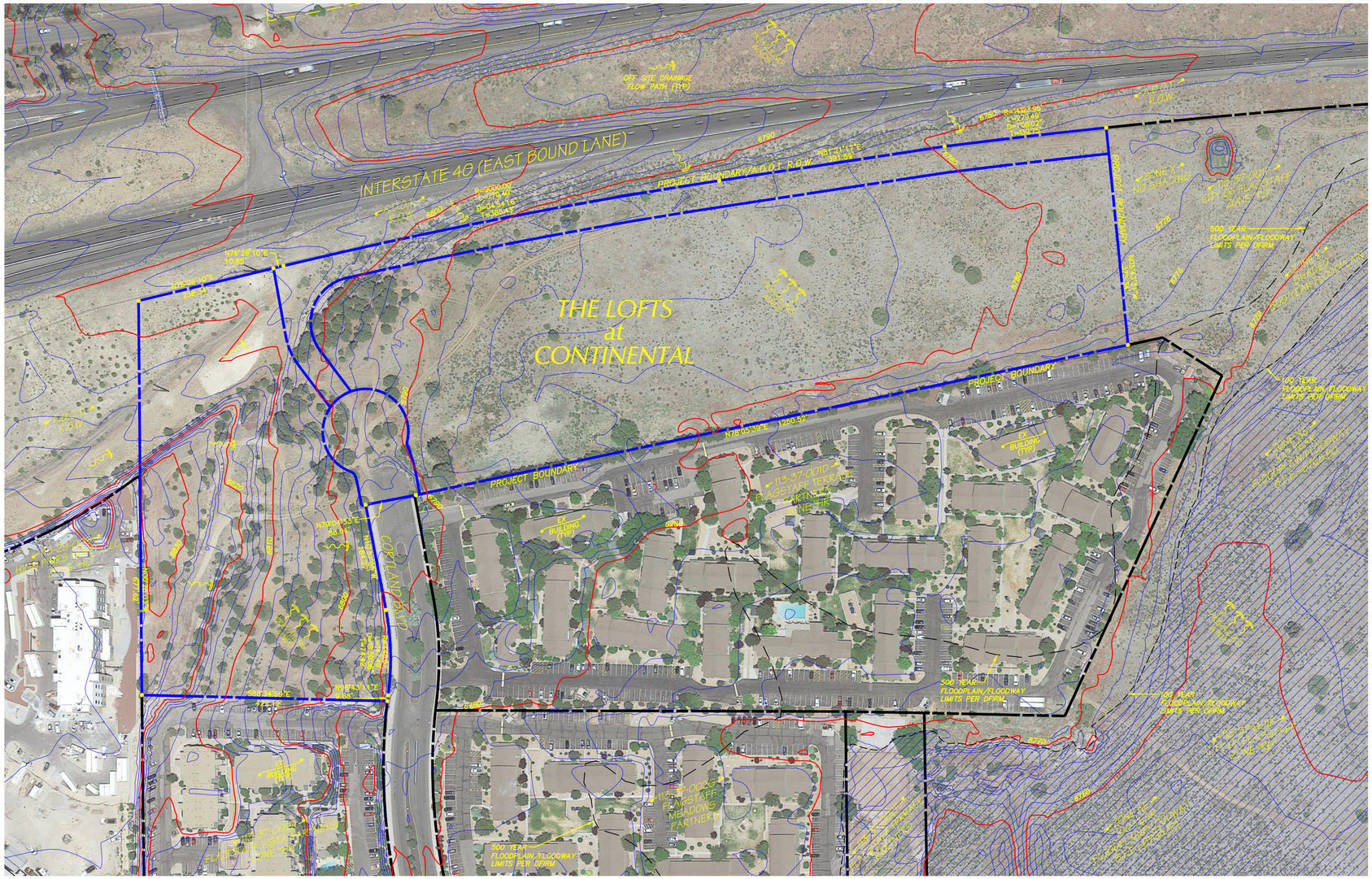
SHEET 1 OF 1

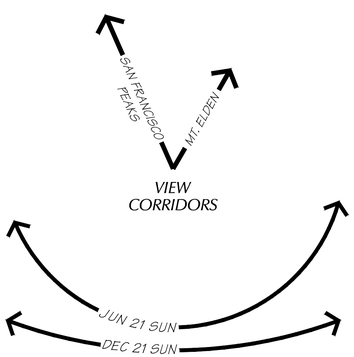
THE LOFTS at CONTINENTAL
COLOR VICINITY MAP
7/29/21
MES# 20356

Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 7/29/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MME | FN: CONTEXT
DRAWN BY: MME | VERT. SCALE: N/A
CHECKED BY: RDB | HOR. SCALE: 1"=200'

COF PROJECT No. PZ-20-00183





PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SCALE: 1"= 100'

0 50 100 200

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SITE ANALYSIS MAP
FOR
THE LOFTS at CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

MIRAMONTE HOMES

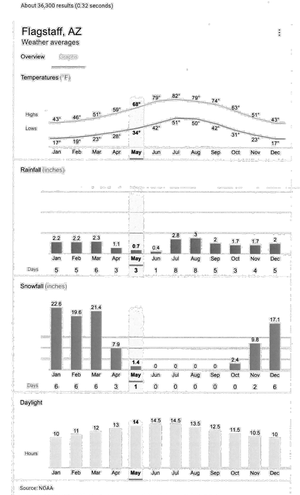
SLOPES

THERE ARE NO SLOPES LOCATED WITHIN THE PROJECT AREA

PRECIPITATION PATTERN NOTE

THERE ARE TWO DISTINCT PERIODS OF PRECIPITATION IN FLAGSTAFF. THE FIRST OCCURS DURING THE WINTER MONTHS FROM NOVEMBER THROUGH APRIL WHEN THE JET STREAM CAN BE LOCATED OVER THE STATE ALLOWING PACIFIC STORM SYSTEMS TO MOVE OVERHEAD. THE OTHER DISTINCT PERIOD IS CLASSIFIED AS THE SUMMER RAINY SEASON, OR 'SUMMER MONSOON.' THE MONSOON RAINY PERIOD USUALLY OCCURS DURING JULY AND AUGUST WHEN MOST OF ARIZONA IS SUBJECTED TO WIDESPREAD THUNDERSTORM ACTIVITY. THESE THUNDERSTORMS ARE EXTREMELY VARIABLE IN INTENSITY AND LOCATION AND OCCUR MAINLY BETWEEN THE HOURS OF 11 a.m AND 6 p.m.. SOME OF THESE STORMS CAN REACH SEVERE LEVELS, WITH LARGE HAIL, DAMAGING WINDS, AND OCCASIONALLY EVEN A TORNADO. (EXCERPT FROM THE CITY OF FLAGSTAFF SUSTAINABILITY PROGRAM RECOMMENDATIONS - CLIMATE SECTION - DATED OCTOBER 17, 2012)

WEATHER AVERAGES CHART



SOIL PROPERTIES

SOILS ARE BROLLIAR STONY CLAY LOAM WITH 0-2% SLOPES BASED ON INFORMATION PROVIDED BY THE U.S DEPT. OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE - CUSTOM SOIL RESOURCE REPORT (DATED JUNE 26, 2018)

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

THE LOFTS at CONTINENTAL
SITE ANALYIS MAP
7/29/21
MES# 20356

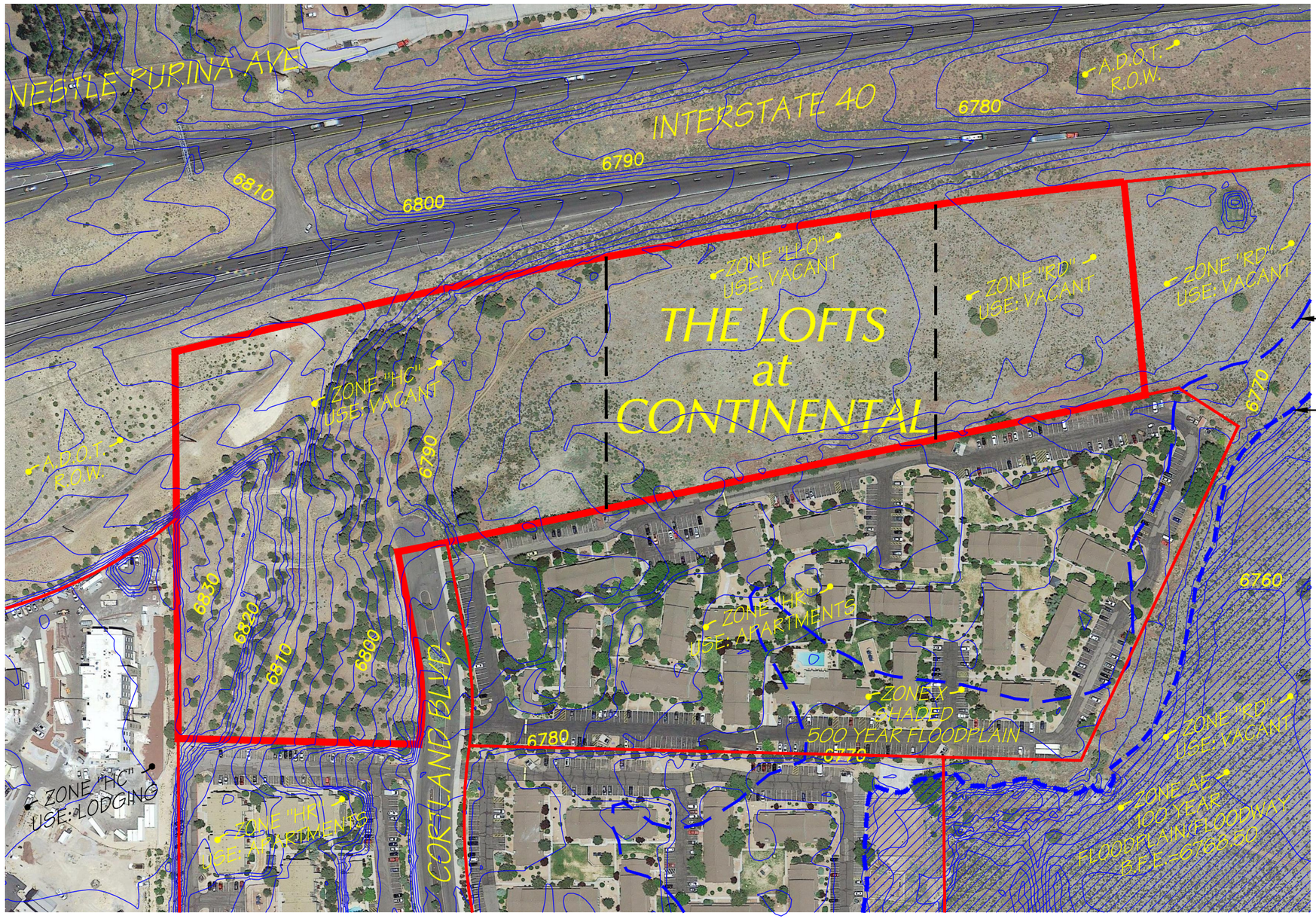
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/29/21
DESIGNED BY: MME
DRAWN BY: MME
CHECKED BY: RDB
PROJECT NO. 20356
FN: SITE-ANALYSIS-MAP
VERT SCALE: N/A
HOR SCALE: 1"=100'
REVISIONS:

COF PROJECT # PZ-20-00183

CONTEXT ANALYSYS MAP

MIRAMONTE HOMES



500 YEAR FLOODPLAIN/FLOODWAY LIMITS PER DFIRM

100 YEAR FLOODPLAIN/FLOODWAY LIMITS PER DFIRM

SCALE: 1"=200'

0 100 200 400

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

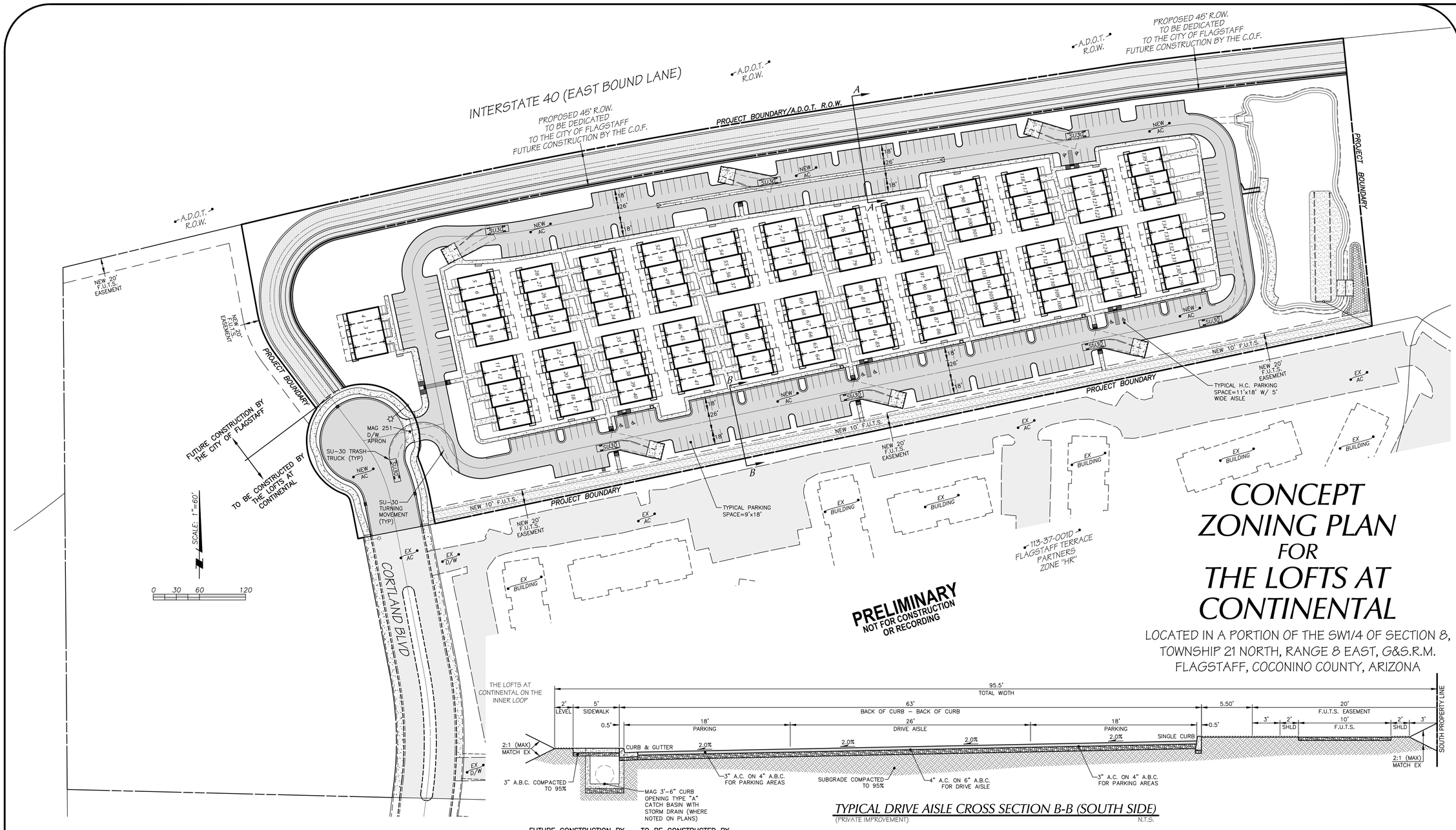
SHEET 1 OF 1

THE LOFTS at CONTINENTAL
COLOR VICINITY MAP
7/29/21
MES# 20356

Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 7/29/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MME | FN: CONTEXT
DRAWN BY: MME | VERT. SCALE: N/A
CHECKED BY: RDB | HOR. SCALE: 1"=200'

COF PROJECT No. PZ-20-00183



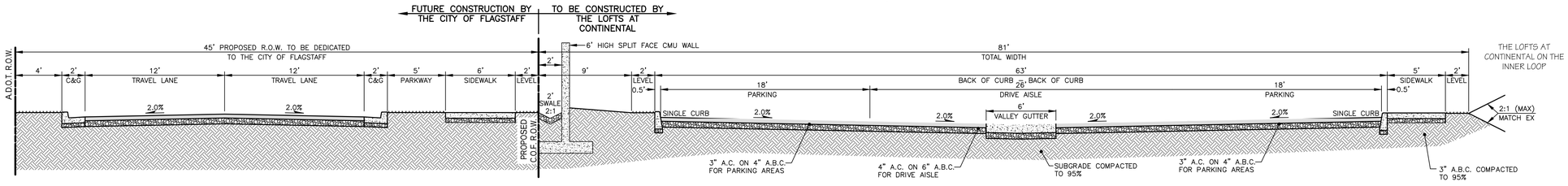
CONCEPT ZONING PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

TYPICAL DRIVE AISLE CROSS SECTION B-B (SOUTH SIDE)

(PRIVATE IMPROVEMENT) N.T.S.



TYPICAL DRIVE AISLE CROSS SECTION A-A (NORTH SIDE)

(PRIVATE IMPROVEMENT) N.T.S.

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

THE LOFTS AT CONTINENTAL 7/29/21
CONCEPT ZONING PLAN MES# 20356
PROPOSED ACCESS & VEHICULAR CIRCULATION

DATE: 7/29/21	REVISIONS:
PROJECT NO. 20356	
DESIGNED BY: MME	FN: SHEET-04.DWG
DRAWN BY: MME	VERT SCALE: N/A
CHECKED BY: KVH/RDS	HOR SCALE: 1"=60'

SHEET NO. 4 OF 11

CONCEPT-4

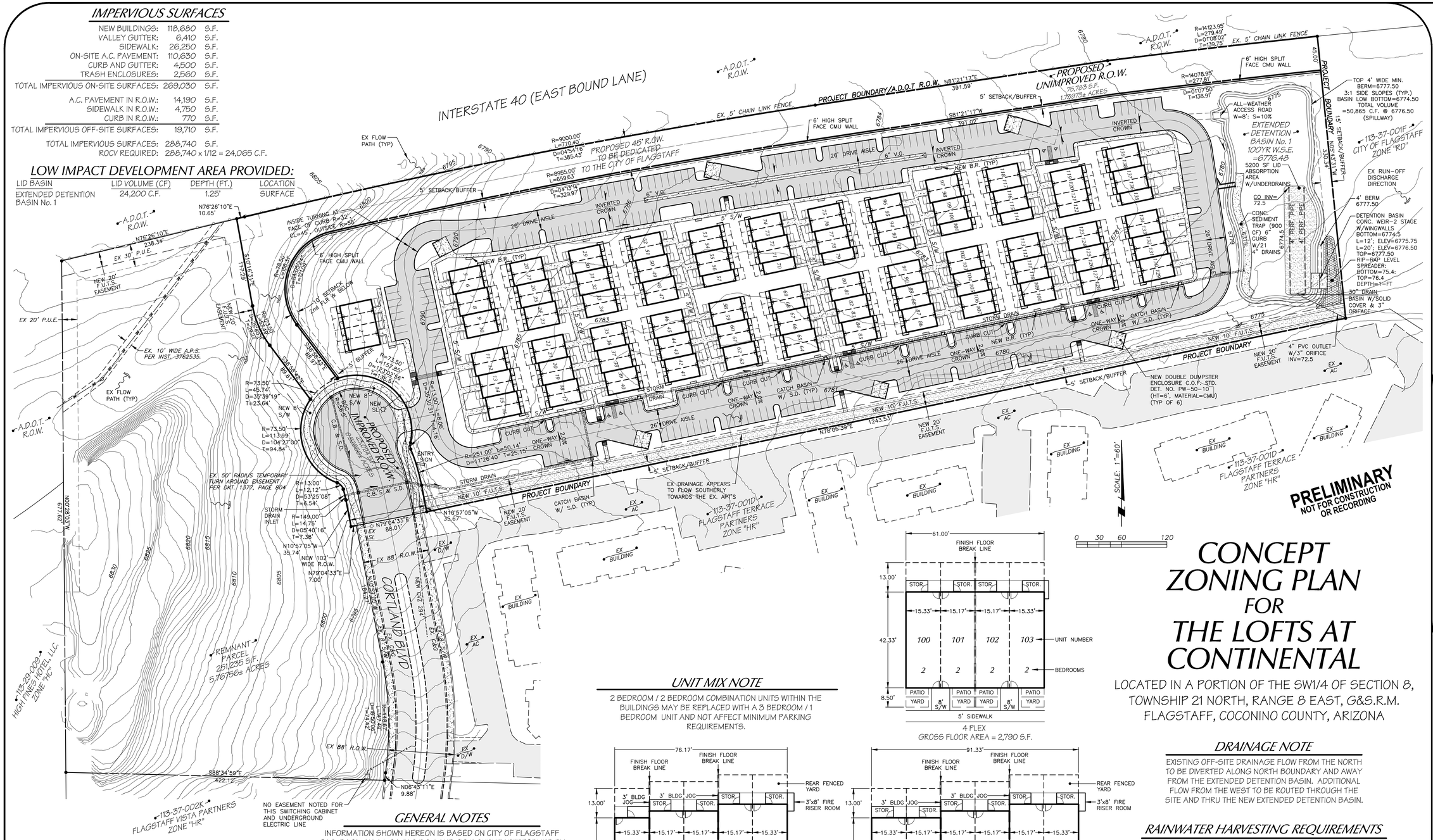
COF PROJECT # PZ-20-00183

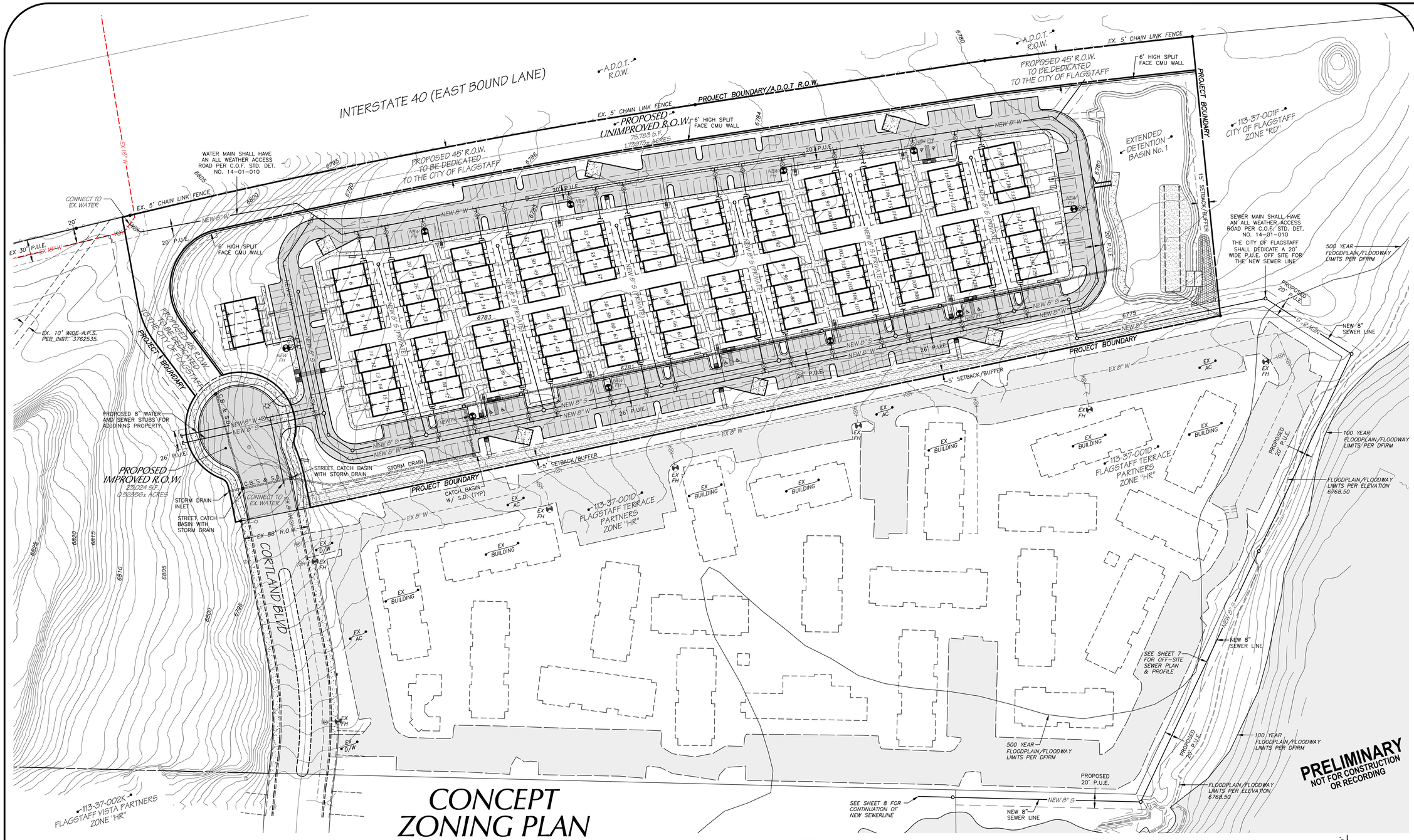
IMPERVIOUS SURFACES

NEW BUILDINGS:	118,680	S.F.
VALLEY GUTTER:	6,410	S.F.
SIDEWALK:	26,250	S.F.
ON-SITE A.C. PAVEMENT:	110,630	S.F.
CURB AND GUTTER:	4,500	S.F.
TRASH ENCLOSURES:	2,560	S.F.
TOTAL IMPERVIOUS ON-SITE SURFACES:	269,030	S.F.
A.C. PAVEMENT IN R.O.W.:	14,190	S.F.
SIDEWALK IN R.O.W.:	4,750	S.F.
CURB IN R.O.W.:	770	S.F.
TOTAL IMPERVIOUS OFF-SITE SURFACES:	19,710	S.F.
TOTAL IMPERVIOUS SURFACES:	288,740	S.F.
ROCV REQUIRED:	288,740 x 1/12 = 24,065 C.F.	

LOW IMPACT DEVELOPMENT AREA PROVIDED:

LID BASIN	LID VOLUME (CF)	DEPTH (FT.)	LOCATION
EXTENDED DETENTION BASIN No. 1	24,200 C.F.	1.25'	SURFACE


INTERSTATE 40 (EAST BOUND LANE)
A.D.O.T. R.O.W.
PROJECT BOUNDARY/A.D.O.T. R.O.W.
EX. 5' CHAIN LINK FENCE
PROPOSED UNIMPROVED R.O.W.
75,785 S.F.
1.739725± ACRES
PROPOSED 45' R.O.W. TO BE DEDICATED TO THE CITY OF FLAGSTAFF
6' HIGH SPLIT FACE CMU WALL
5' SETBACK/BUFFER
26' DRIVE AISLE
INVERTED CROWN
NEW B.R. (TYP)
ALL-WEATHER ACCESS ROAD W=8': S=10%
EXTENDED DETENTION BASIN No. 1 100YR W.S.E. =6776.48
5200 SF LID ABSORPTION AREA W/UNDERDRAINS
CONC. SEDIMENT TRAP (900 CF) 6' CURB W/21 4" DRAINS
TOP 4' WIDE MIN. BERM=6777.50
3:1 SIDE SLOPES (TYP.)
BASIN LOW BOTTOM=6774.50
TOTAL VOLUME =50,865 C.F. @ 6776.50 (SPILLWAY)
113-37-001F CITY OF FLAGSTAFF ZONE "RD"
EX RUN-OFF DISCHARGE DIRECTION
4' BERM 6777.50
DETENTION BASIN CONC. WEIR-2 STAGE W/WINGWALLS BOTTOM=6774.5 L=12', ELEV=6775.75 L=20', ELEV=6776.50 TOP=6777.50
RIP-RAP LEVEL SPREADER BOTTOM=75.4: TOP=76.4 DEPTH=1-FT
30" DRAIN BASIN W/SOLID COVER & 3" ORIFACE
4" PVC OUTLET W/3" ORIFICE INV=72.5
CO INV=72.5
4" PERF. PIPE
EX FLOW PATH (TYP)
NEW 20' F.U.T.S. EASEMENT
NEW 10' F.U.T.S.
EX 30' P.U.E.
EX 20' P.U.E.
EX. 10' WIDE A.P.S. PER INST. 3762535.
PROPOSED 24' R.O.W. 2 LANE SECTION
CORTLAND BLVD
EX. 50' RADIUS TEMPORARY TURN AROUND EASEMENT PER DKT. 1377, PAGE 804
ENTRY SIGN
NEW 8" S/W
NEW SLOPE
CURB CUT
ONE-WAY CROWN
CATCH BASIN W/ S.D. (TYP)
STORM DRAIN
NEW DOUBLE DUMPSTER ENCLOSURE C.O.F. STD. DET. NO. PW-50-10 (HT=6', MATERIAL=CMU) (TYP OF 6)
EX BUILDING
EX AC
EX D/W
EX. 88' R.O.W.
NEW 102' WIDE R.O.W.
REMNANT PARCEL 251,235 S.F. 5.76756± ACRES
113-29-002 HIGH PINES HOTEL, LLC. ZONE "HC"
113-37-002K FLAGSTAFF VISTA PARTNERS ZONE "HR"
113-37-001D FLAGSTAFF TERRACE PARTNERS ZONE "HR"
EX. 1" GAS LINE
EX. 8" W.L.
EX. 6" V.G.
EX. 8" S.S.
EX. 12" S.S.
EX. 24" S.D.
EX. 36" S.D.
EX. 48" S.D.
EX. 60" S.D.
EX. 72" S.D.
EX. 84" S.D.
EX. 96" S.D.
EX. 108" S.D.
EX. 120" S.D.
EX. 132" S.D.
EX. 144" S.D.
EX. 156" S.D.
EX. 168" S.D.
EX.



CONCEPT ZONING PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

P.U.E.'s FOR WATER & SEWER

EASEMENTS ARE NOT FULLY LABELED FOR CLARITY:
(2) UTILITY LINES = 26' WIDE P.U.E.
(1) UTILITY LINE = 20' WIDE P.U.E.
FIRE HYDRANT LINES = 6' WIDE P.U.E. EXTENDED 3' BEYOND F.H.
WATER METER = 6' WIDE P.U.E. EXTENDED 3' BEYOND W.M.

PUBLIC WATER & SEWER MAINS

ALL NEW 8" WATER & SEWER MAINS SHALL BE PUBLIC.

WATER & SEWER SERVICES

ALL NEW SEWER SERVICES SHALL BE 4" MINIMUM AND ALL NEW WATER SERVICES SHALL BE A 1". FIRE SPRINKLER LINE SIZE SHALL BE DETERMINED.

FIRE PREVENTION

A NFPA 13R FIRE SPRINKLER SYSTEM IS REQUIRED FOR THIS PROJECT.

BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-03-001-0015

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

THE LOFTS AT CONTINENTAL
CONCEPT ZONING PLAN
PROPOSED UNDERGROUND UTILITIES
7/29/21
MES# 20356

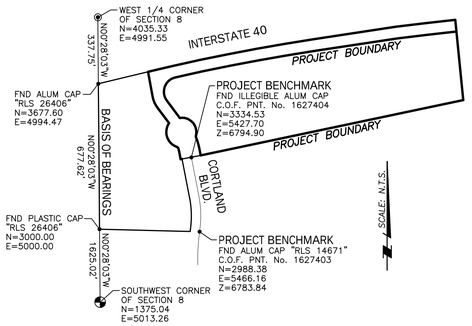
Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 7/29/21
DESIGNED BY: MNE
DRAWN BY: MNE
CHECKED BY: KVH/RDS
PROJECT NO. 20356
FN: SHEET-06.DWG
VERT SCALE: N/A
HOR SCALE: 1"=60'
REVISIONS:

SHEET NO. 6 OF 11

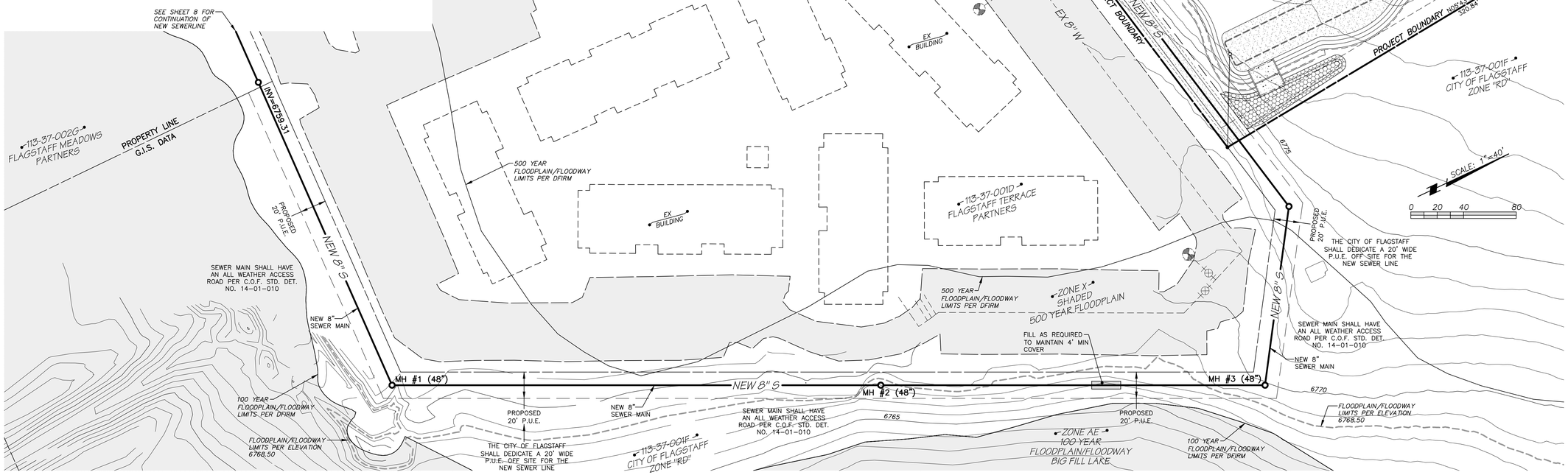
CONCEPT-4

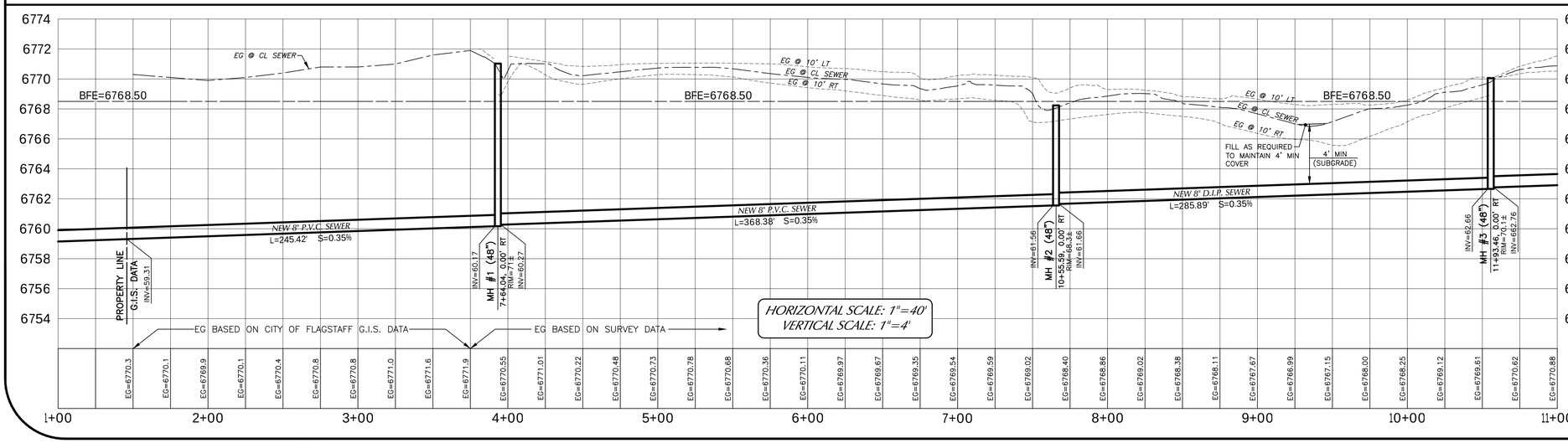
COF PROJECT # PZ-20-00183



SURVEY CONTROL - BASIS OF BEARINGS & BENCHMARKS

N.T.S.





PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

CONCEPT ZONING PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

SHEET NO. 7 OF 11

CONCEPT-4

COF PROJECT # PZ-20-00183

THE LOFTS AT CONTINENTAL
CONCEPT ZONING PLAN
PROPOSED OFF-SITE SEWER (NORTH)
7/29/21
MES# 20356

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/29/21
DESIGNED BY: MME
DRAWN BY: MME
CHECKED BY: KVH/RDS
PROJECT NO. 20356
FN: SHEET-07.DWG
VERT SCALE: 1"=4'
HOR SCALE: 1"=40'
REVISIONS:

CONCEPT ZONING PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

SCALE: 1"=60'

0 30 60 120

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

CONCEPT-4

COF PROJECT # PZ-20-00183

THE LOFTS AT CONTINENTAL
CONCEPT ZONING PLAN
PROPOSED OFF-SITE SEWER (SOUTH)
7/29/21
MES#20356

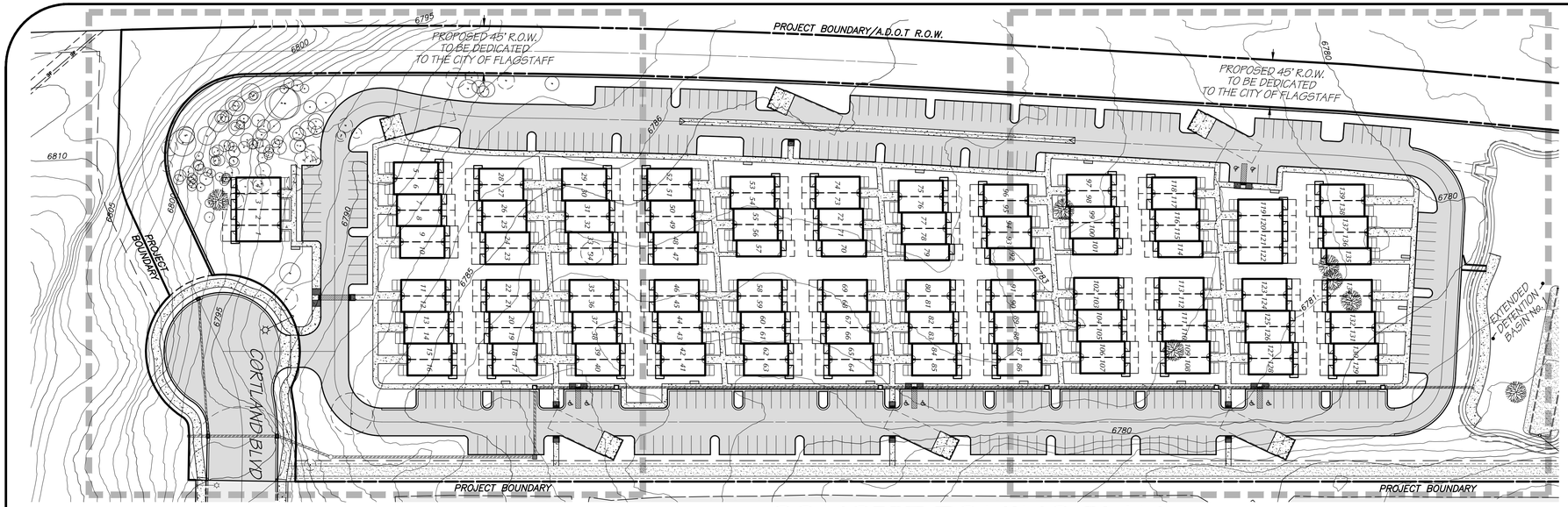
Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

Mogollon Inc ENGINEERING & SURVEYING

DATE: 7/29/21	PROJECT NO. 20356
DESIGNED BY: TME	F.N. SHEET-08.DWG
DRAWN BY: MKE	VERT SCALE: 1"=4'
CHECKED BY: KVU/RDB	HOR SCALE: 1"=60'

REVISIONS:



SCALE: 1"=80'

0 30 60 120

URBAN / RURAL FLOODPLAIN

THERE IS NO RURAL OR URBAN FLOOD PLAIN LOCATED ON THIS SITE

PRELIMINARY LANDSCAPE CALCULATIONS

STREET BUFFER:	227 L.F / 25 = 9 P.U.
PERIPHERAL BUFFER:	3,136 L.F. / 25 = 125 P.U.
BUILDING FOUNDATION 4 PLEX:	482 L.F. / 25 = 19 P.U.
BUILDING FOUNDATION 5 PLEX:	1,995 L.F. / 25 = 80 P.U.
BUILDING FOUNDATION 6 PLEX:	5,200 L.F. / 25 = 208 P.U.
PARKING:	290 / (8 / 2) = 73 P.U.
TOTAL PLANT UNITS (P.U.):	514 P.U.
PLANT UNIT:	1 TREE, 2 SHRUBS & 2 GROUNDCOVER
NUMBER OF TREES REQUIRED:	514
NUMBER OF SHRUBS REQUIRED:	1,028
NUMBER OF GROUNDCOVERS REQUIRED:	1,028

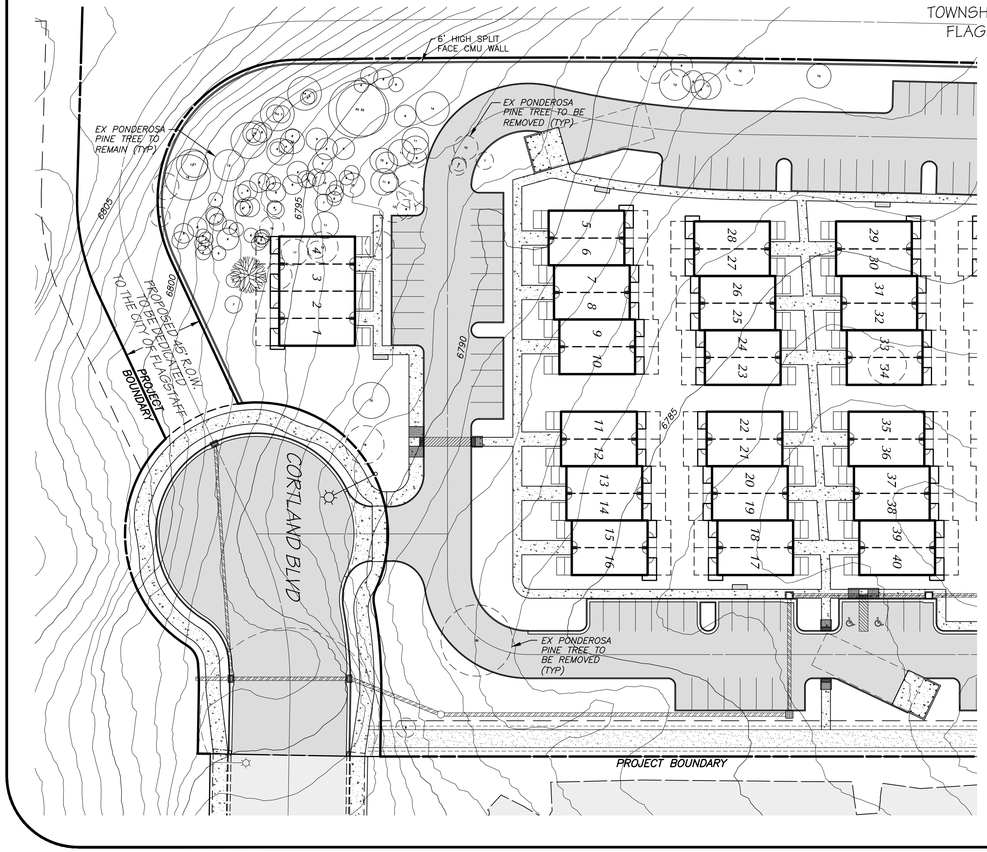
INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SEE ENLARGEMENT BELOW FOR THE WESTERLY PORTION OF THE PROJECT

SEE ENLARGEMENT BELOW FOR THE EASTERLY PORTION OF THE PROJECT

CONCEPT ZONING PLAN
FOR
THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA



PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SCALE: 1"=40'

0 20 40 80

THERE ARE NO RESOURCES TO BE PROTECTED IN THE MIDDLE OF THE SITE

RESOURCE PROTECTION

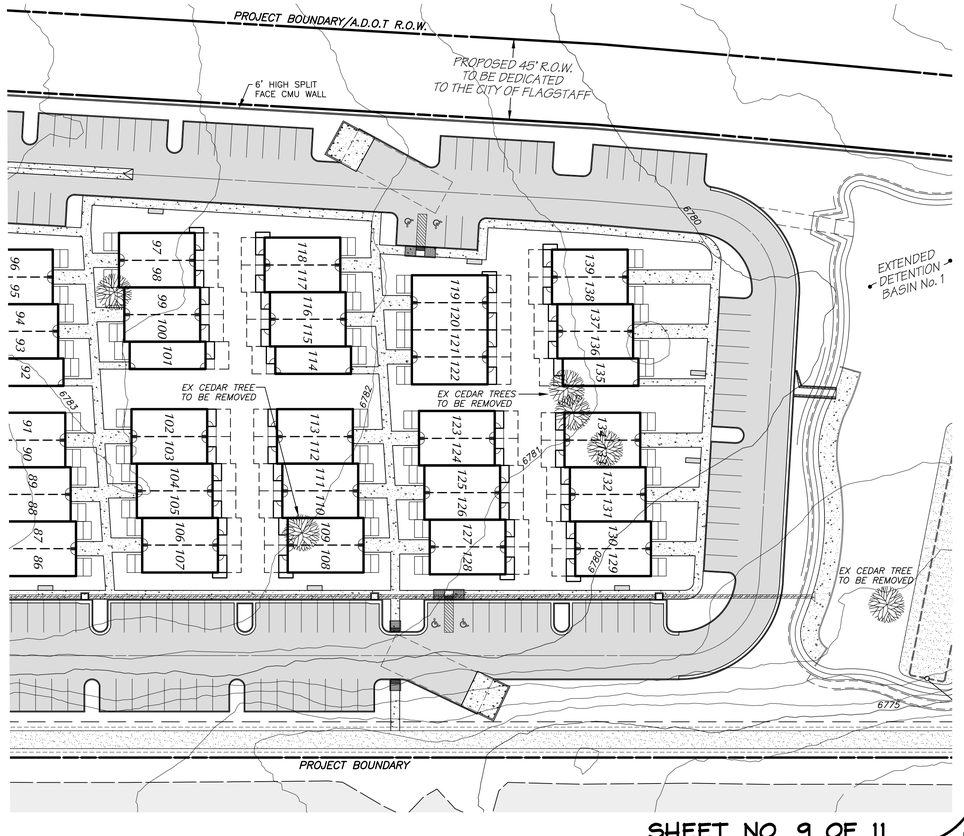
PRE DEVELOPMENT TREE POINTS

1 POINT TREES	68	x 1	=	68
2 POINT TREES	30	x 2	=	60
4 POINT TREES	13	x 4	=	52
8 POINT TREES	4	x 8	=	32
20 POINT TREES	1	x 20	=	20
TOTAL TREE POINTS			=	232
50% OF TOTAL			=	116

POST DEVELOPMENT TREE POINTS

1 POINT TREES	60	x 1	=	60
2 POINT TREES	21	x 2	=	42
4 POINT TREES	7	x 4	=	28
8 POINT TREES	3	x 8	=	24
20 POINT TREES	0	x 20	=	0
TOTAL TREE POINTS			=	154
TREE SAVE PERCENTAGE			=	66.4%

THERE ARE NO SLOPES OVER 17% LOCATED ON THIS SITE

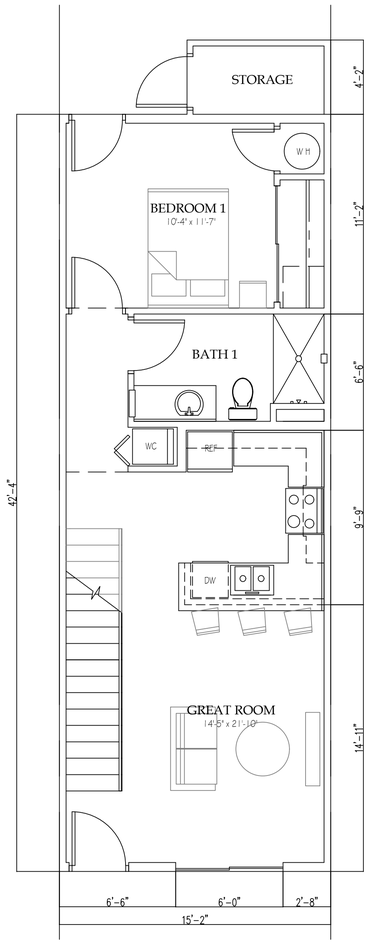


Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

THE LOFTS AT CONTINENTAL 7/29/21
CONCEPT ZONING PLAN
RESOURCE PROTECTION PLAN & PRELIM LANDSCAPE PLAN MES# 20356

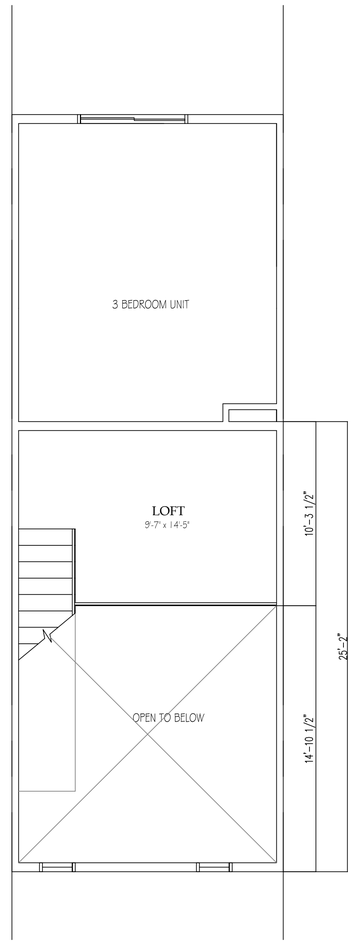
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/29/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MME | FN: SHEET-04.DWG
DRAWN BY: MME | VERT SCALE: N/A
CHECKED BY: KVH/RDS | HOR SCALE: 1"=40'/80'



1 A1.0 Main Level Floor Plan

Scale 1/4" = 1'-0"



2 A1.0 Upper Level Floor Plan

Scale 1/4" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

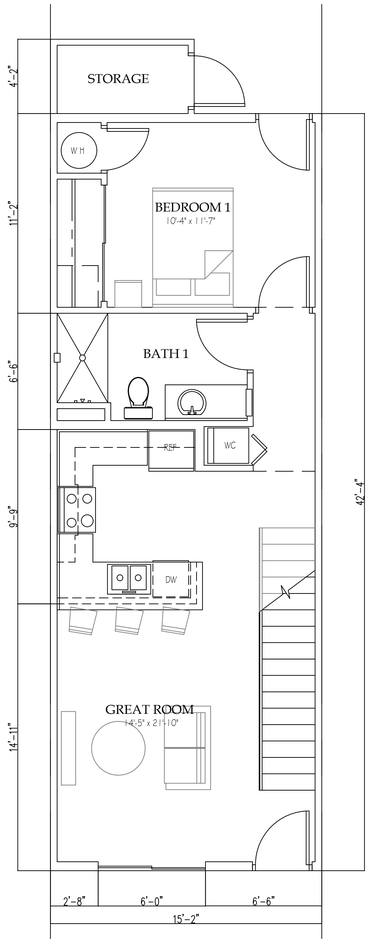
1 BEDROOM UNIT

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

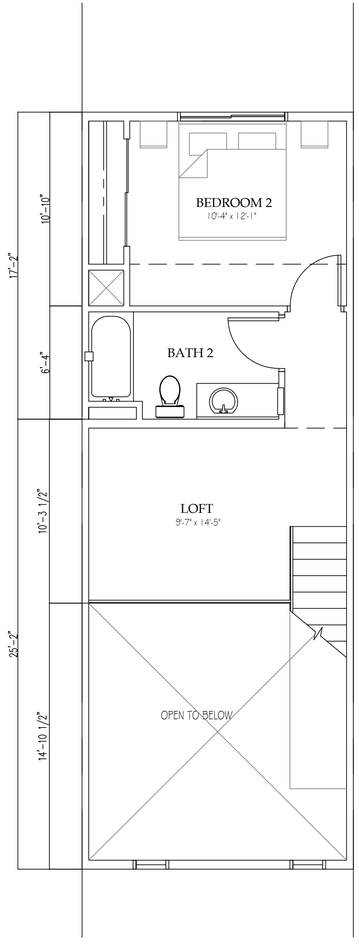
A1.0

© COPYRIGHT 2019 Miramonte Homes, L.L.C.



1 A1.1 Main Level Floor Plan

Scale 1/4" = 1'-0"



2 A1.1 Upper Level Floor Plan

Scale 1/4" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

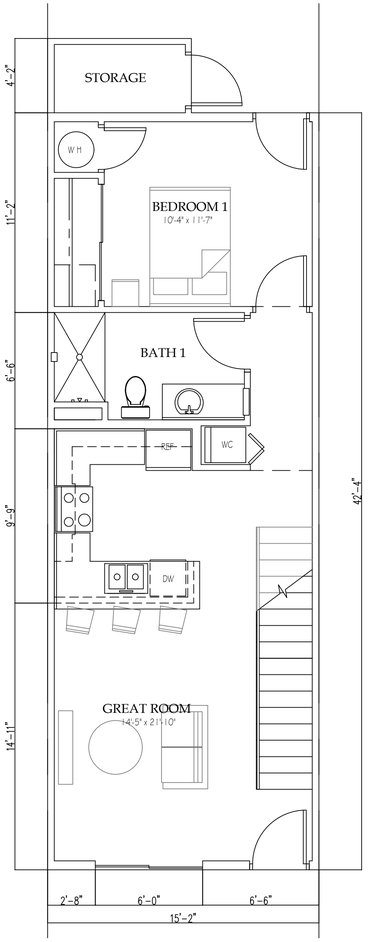
2 BEDROOM UNIT

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

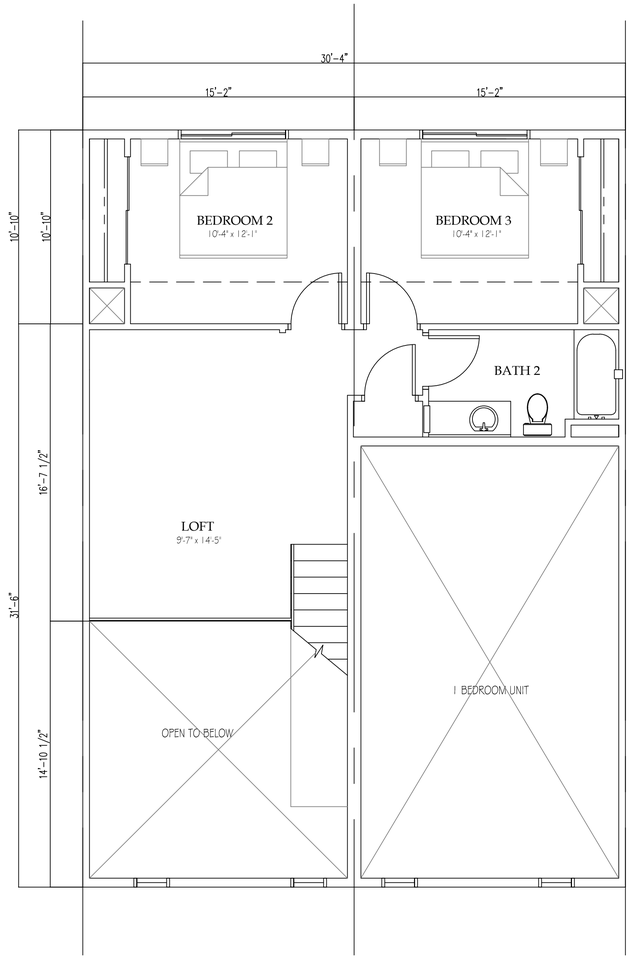
A1.1

© COPYRIGHT 2019 Miramonte Homes, L.L.C.



1 A1.2 Main Level Floor Plan

Scale 1/4" = 1'-0"



2 A1.2 Upper Level Floor Plan

Scale 1/4" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

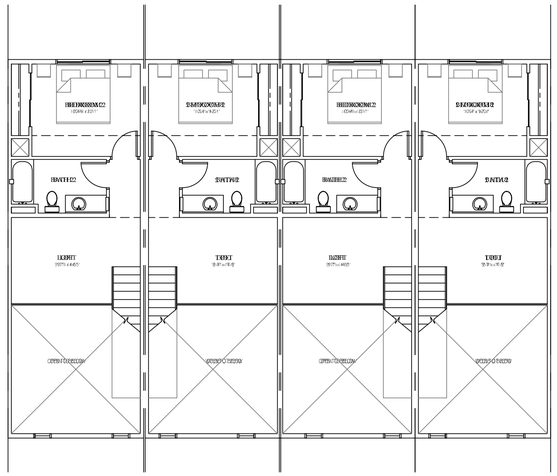
3 BEDROOM UNIT

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

A1.2

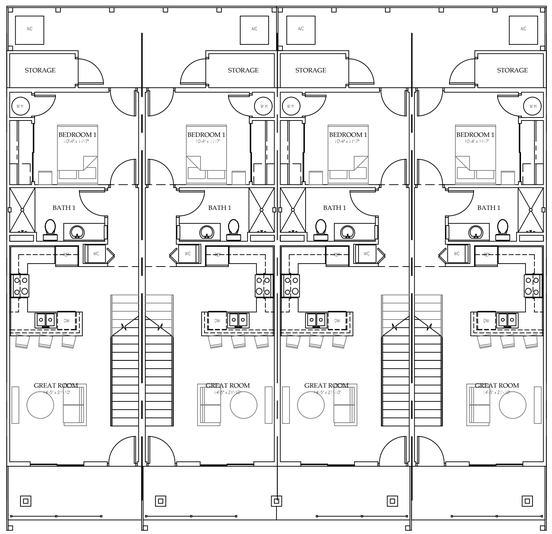
© COPYRIGHT 2019 Miramonte Homes, L.L.C.



2
A2.0

Upper Level Floor Plan

Scale 1/8" = 1'-0"



1
A2.0

Main Level Floor Plan

Scale 1/8" = 1'-0"

MIRAMONTE
HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

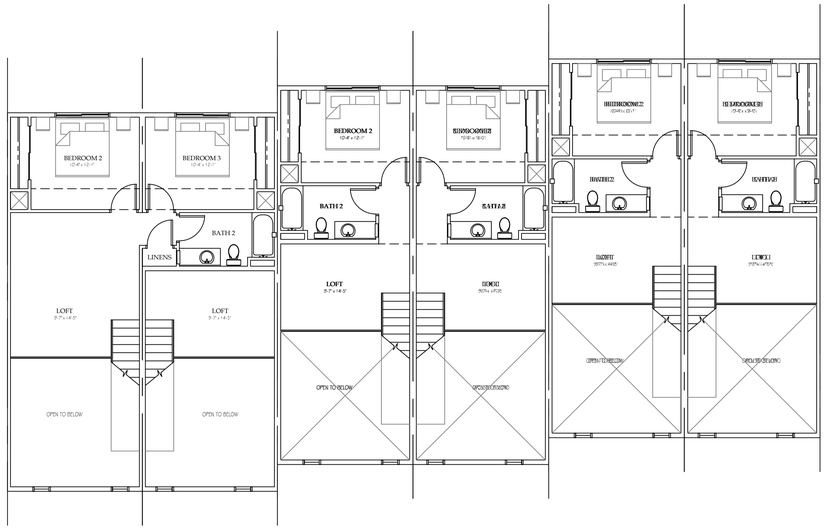
4 PLEX FLOOR PLANS

TOTAL SQ. FT.
1414

Cortland Lofts
Flagstaff, AZ

A2.0

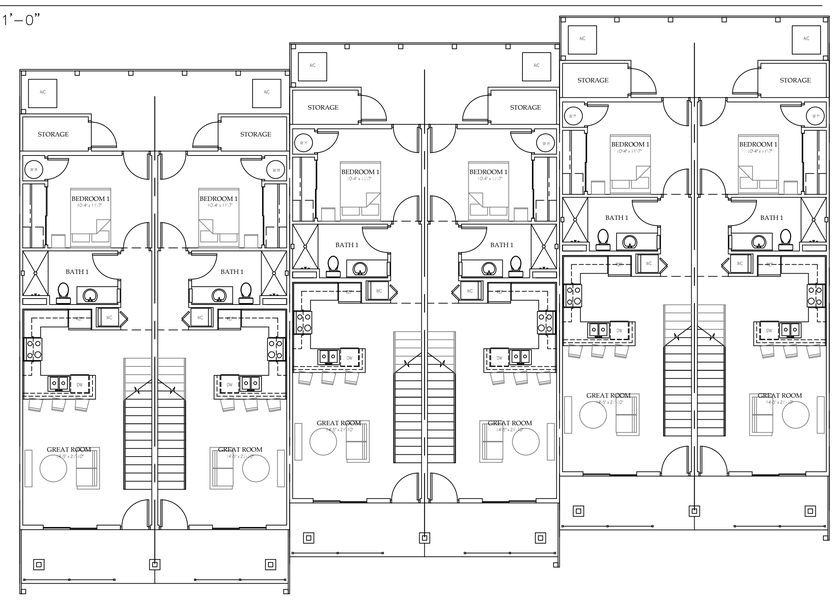
© COPYRIGHT 2019 Miramonte Homes, L.L.C.



2
A2.1

Upper Level Floor Plan

Scale 1/8" = 1'-0"



1
A2.1

Main Level Floor Plan

Scale 1/8" = 1'-0"

MIRAMONTE HOMES

2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

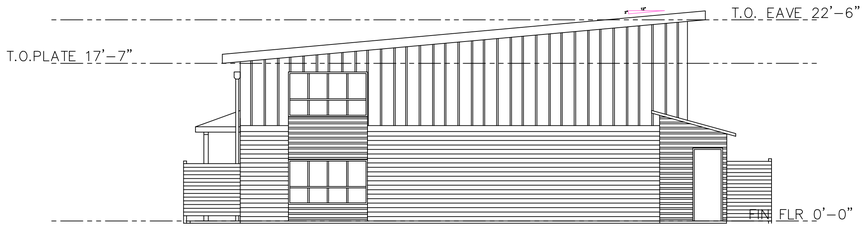
6 PLEX FLOOR PLANS

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

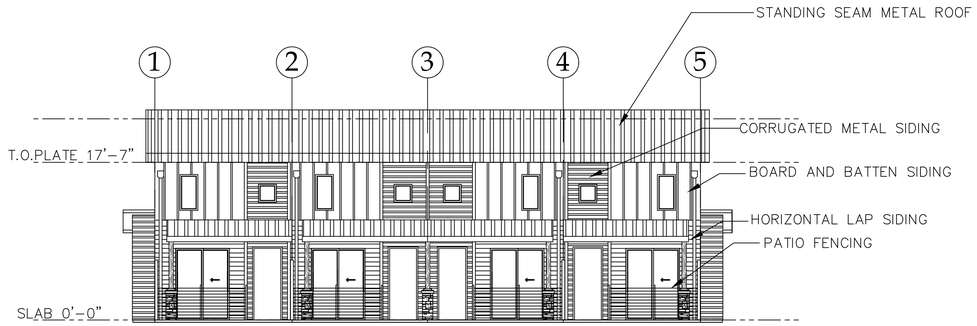
A2.1

© COPYRIGHT 2019 Miramonte Homes, L.L.C.



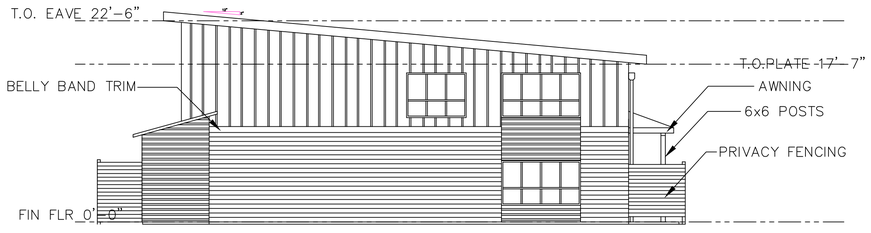
1 A3.0 **Side Elevation**

Scale 1/8" = 1'-0"



2 A3.0 **Front Elevation**

Scale 1/8" = 1'-0"



3 A3.0 **Street Side Elevation**

Scale 1/8" = 1'-0"

4 A3.0 **Back Elevation**

Scale 1/8" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

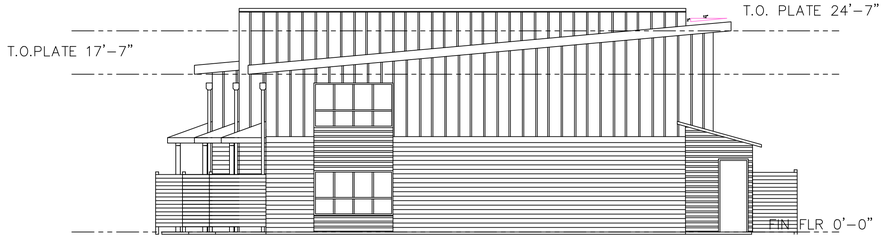
4 PLEX ELEVATIONS

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

A3.0

© COPYRIGHT 2019 Miramonte Homes, L.L.C.

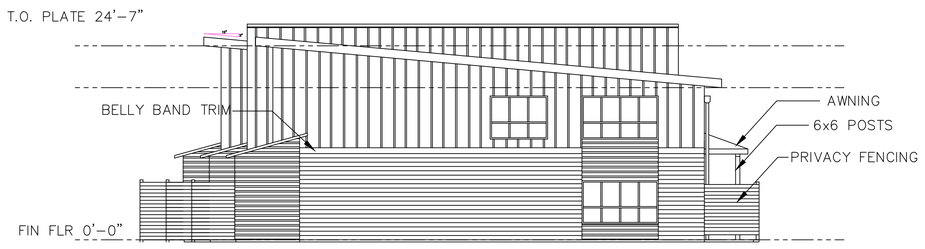


1 A3.1 **Side Elevation**

Scale 1/8" = 1'-0"

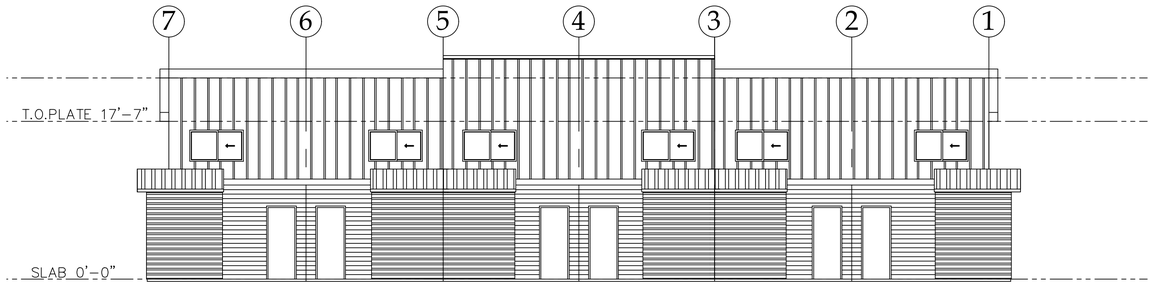
2 A3.1 **Front Elevation**

Scale 1/8" = 1'-0"



3 A3.1 **Street Side Elevation**

Scale 1/8" = 1'-0"



4 A3.1 **Back Elevation**

Scale 1/8" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

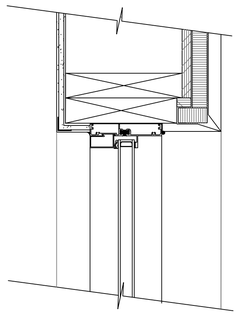
6 PLEX ELEVATIONS

TOTAL SQ. FT. 1414

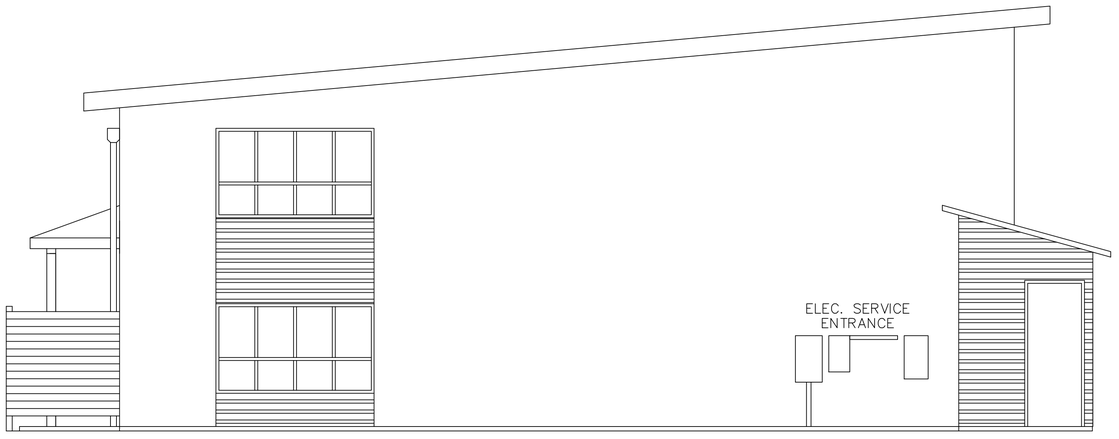
Cortland Lofts
Flagstaff, AZ

A3.1

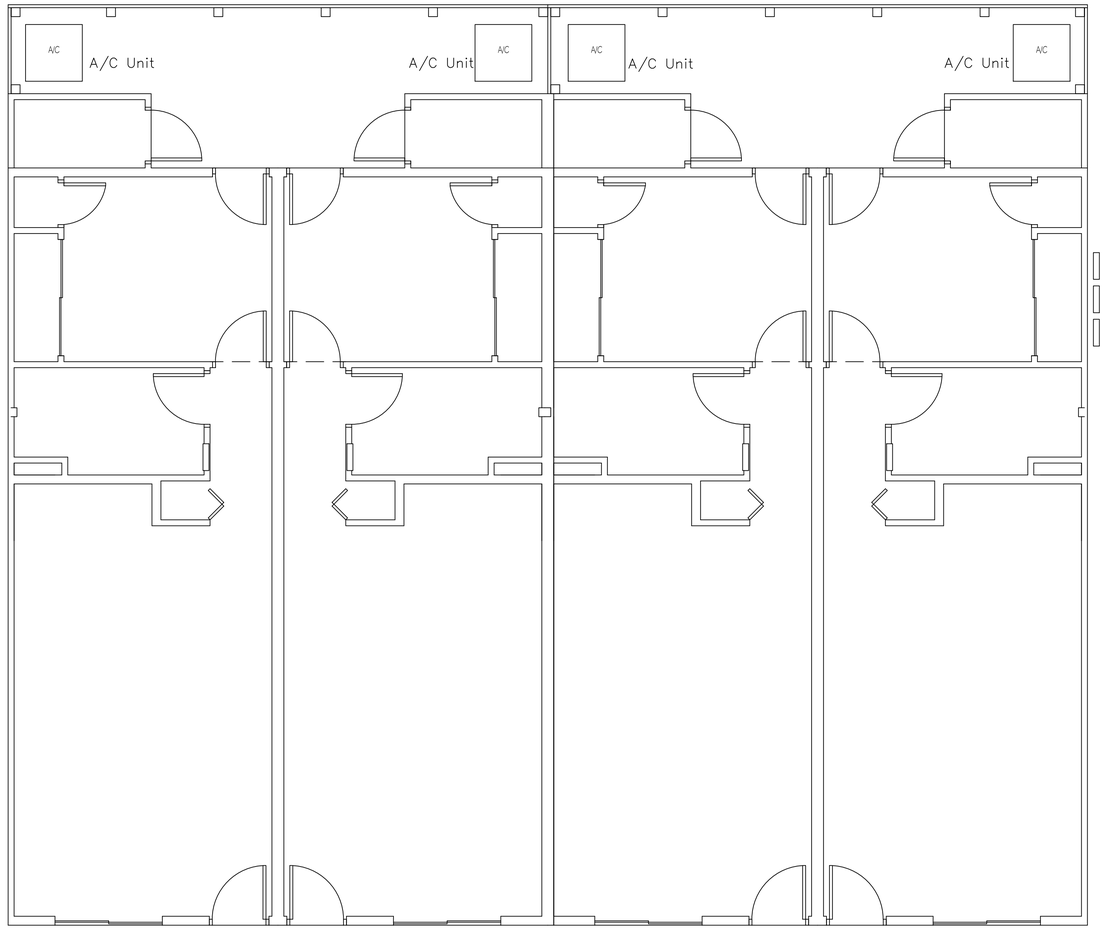
© COPYRIGHT 2019 Miramonte Homes, L.L.C.



TYP. WINDOW HEAD @ FRAME WALL 3
3" = 1'-0" (JAMB SIM.)



1 M1.0 Equipment Elevation
Scale 1/4" = 1'-0"



2 M1.0 Equipment Plan
Scale 1/4" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

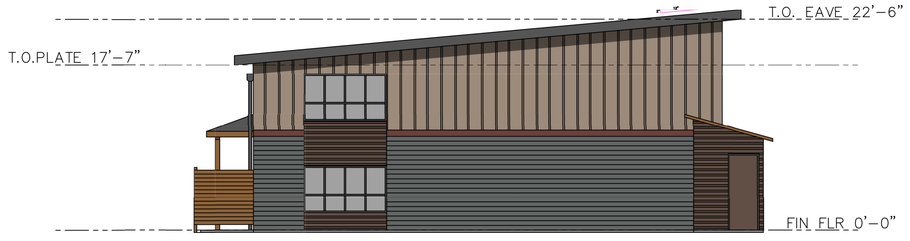
MECHANICAL & ELECTRICAL EQUIPMENT LOCATIONS

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

M1.0

© COPYRIGHT 2019 Miramonte Homes, L.L.C.

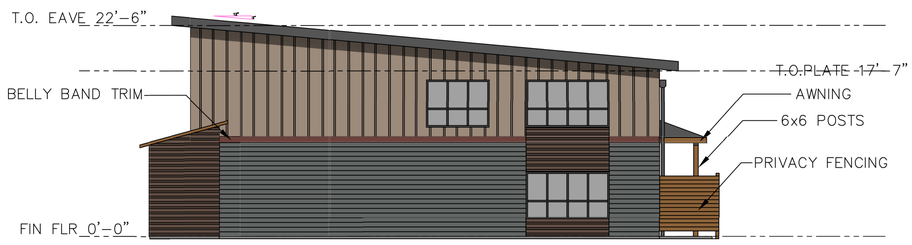


1 A3.0 **Side Elevation**

Scale 1/8" = 1'-0"

2 A3.0 **Front Elevation**

Scale 1/8" = 1'-0"



3 A3.0 **Street Side Elevation**

Scale 1/8" = 1'-0"

4 A3.0 **Back Elevation**

Scale 1/8" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

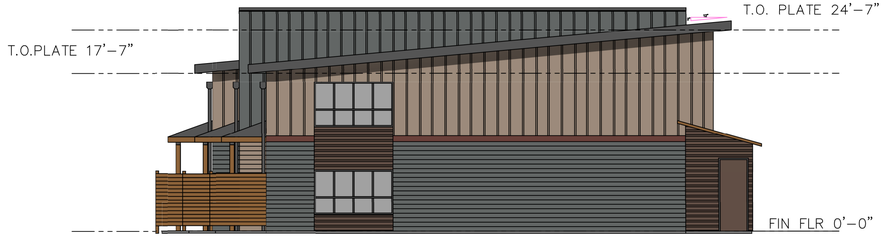
4 PLEX ELEVATIONS

TOTAL SQ. FT. 1414

CORTLAND LOFTS
Flagstaff, AZ

A3.0

© COPYRIGHT 2019 Miramonte Homes, L.L.C.



1 A3.1 **Side Elevation**

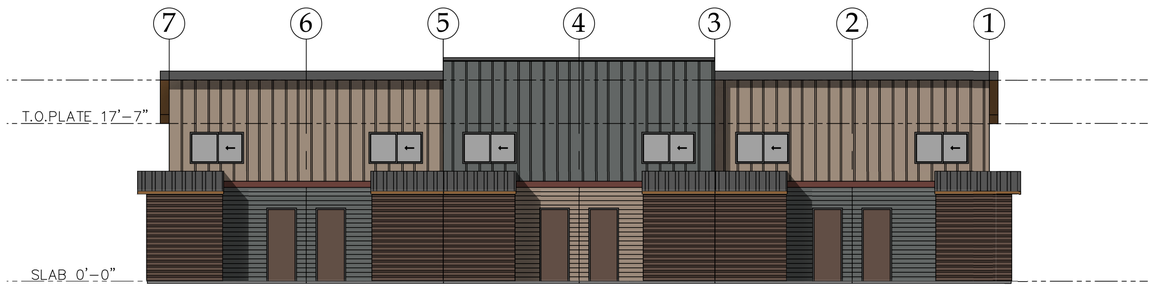
Scale 1/8" = 1'-0"

2 A3.1 **Front Elevation**

Scale 1/8" = 1'-0"

3 A3.1 **Street Side Elevation**

Scale 1/8" = 1'-0"



4 A3.1 **Back Elevation**

Scale 1/8" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S- 100 TUCSON, AZ 85718 (520) 615-8900

6 PLEX ELEVATIONS

TOTAL SQ. FT. 1414

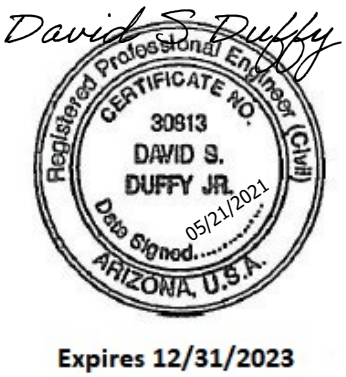
CORTLAND LOFTS
Flagstaff, AZ

A3.1

© COPYRIGHT 2019 Miramonte Homes, L.L.C.

CivTech

May 20, 2021



Expires 12/31/2023

Mr. Kent Hotsenpiller, R.L.S
Mogollon Engineering & Surveying, Inc.
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001

RE: Trip Generation Comparison Letter for The Cortland Multi-Family Development – Flagstaff, Arizona

Dear Mr. Hotsenpiller:

CivTech is pleased to provide you with this Trip Generation Comparison Letter for the Cortland Multi-Family Development located at the north end of Cortland Boulevard south of Interstate 40 in Flagstaff, Arizona. CivTech prepared a Traffic Statement dated July 3, 2018 on the Cortland Multi-Family development for a previous developer. The previous developer assigned their rights to Miramonte Holdings who wishes to revise the number of units to approximately 139 units. Mogollon Engineering & Surveying (The Client) is the civil engineering firm to Miramonte Holdings who is the developer of this project. The proposed site plan is included as an **Attachment.**

PROPOSED DEVELOPMENT DESCRIPTION

The Cortland development is a multi-family rental complex with 139 dwelling units proposed for a portion of the site which is a reduction from 192 dwelling units proposed previously. The other portion of the site will remain undeveloped for a possible use as a hotel in the future. The development is located at the north end of Cortland Boulevard south of Interstate 40 in Flagstaff, Arizona. There is one full movement access point located on the southwest corner of the proposed site at the end of Cortland Boulevard, shown in an **Attachment.**

TRIP GENERATION COMPARISON

The trips generated for this project are estimated using as a reference the latest (10th) edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*. The manual provides trip generation data collected by various transportation professionals for a wide range of different land uses. The data summarized in the report includes average rates and equations that have been established correlating the relationship between an independent variable that describes the development size and trips generated for each categorized land use. The manual includes information for weekdays and for AM and PM peak hours. The AM peak hour is assumed to one hour occurring between 7:00-9:00 AM and the PM peak hour is between 4:00-6:00 PM.

As previously noted, this development will consist of multi-family housing composed of 139 dwelling units which is a reduction from the previously proposed 192 dwelling units. The trip generation comparison for the proposed development is detailed in an **Attachment.**

Table 1: Trip Generation

Land Use	ITE Code	Size	Daily Total	Weekday					
				AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Previously Proposed Development									
Apartments	220	192 DU's	1,410	20	69	89	67	39	106
Newly Proposed Development									
Apartments	220	139 DU's	1,010	15	50	65	50	29	79
Difference (Newly Proposed – Previously Proposed)									
Apartments	220	-53 DU's	-400	-5	-19	-24	-17	-10	-27

A review of the detailed trip generation in **Table 1** reveals that the proposed development could generate 400 fewer trips per day with a total of 24 fewer trips (5 in/19 out) during the AM peak hour and a total of 27 fewer trips (17 in/10 out) during the PM peak hour.

CONCLUSIONS
The following can be concluded from the above:

- The trip generation revealed that the proposed development could generate 400 fewer trips per day with a total of 24 fewer trips (5 in/19 out) during the AM peak hour and a total of 27 fewer trips (17 in/10 out) during the PM peak hour.

- The reduced number of anticipated trips generated form the proposed development would result in a lower impact to the roadway network presented in the previously approved Traffic Impact Study dated July 3, 2018.

Thank you for allowing CivTech to assist you on this project. Please contact me with any questions you may have.

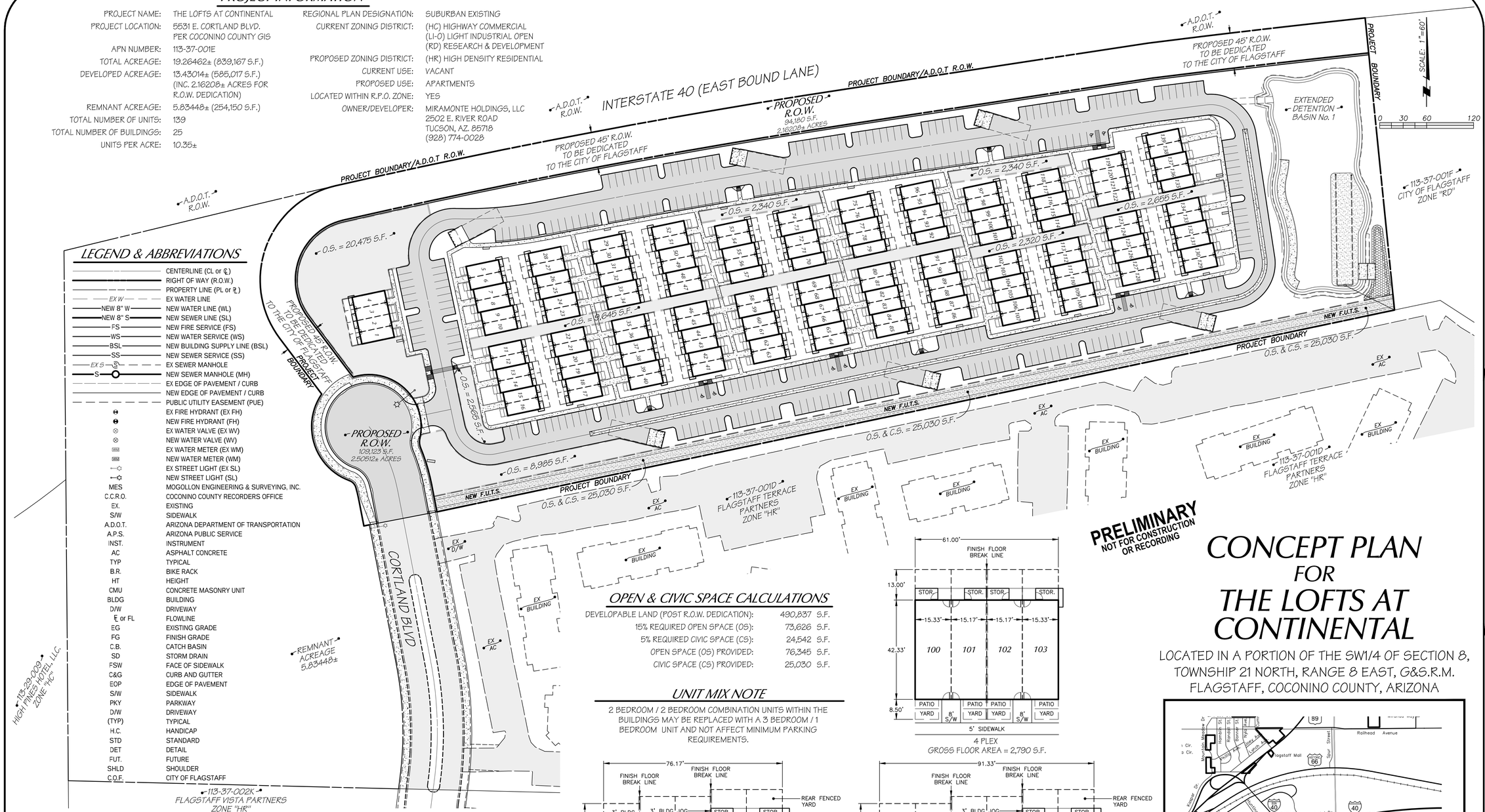
Sincerely,

David Duffy, P.E.
Senior Traffic Engineer

Attachments: Site Plan, Trip Generation Calculations.

PROJECT INFORMATION

PROJECT NAME:	THE LOFTS AT CONTINENTAL
PROJECT LOCATION:	5531 E. CORTLAND BLVD. PER COCONINO COUNTY GIS
APN NUMBER:	113-37-001E
TOTAL ACREAGE:	19.26462± (839,167 S.F.)
DEVELOPED ACREAGE:	13.43014± (585,017 S.F.) (INC. 2.16208± ACRES FOR R.O.W. DEDICATION)
REMNANT ACREAGE:	5.83448± (254,150 S.F.)
TOTAL NUMBER OF UNITS:	139
TOTAL NUMBER OF BUILDINGS:	25
UNITS PER ACRE:	10.35±
REGIONAL PLAN DESIGNATION:	SUBURBAN EXISTING
CURRENT ZONING DISTRICT:	(HC) HIGHWAY COMMERCIAL (LI-O) LIGHT INDUSTRIAL OPEN (RD) RESEARCH & DEVELOPMENT
PROPOSED ZONING DISTRICT:	(HR) HIGH DENSITY RESIDENTIAL
CURRENT USE:	VACANT
PROPOSED USE:	APARTMENTS
LOCATED WITHIN R.P.O. ZONE:	YES
OWNER/DEVELOPER:	MIRAMONTE HOLDINGS, LLC 2502 E. RIVER ROAD TUCSON, AZ. 85718 (928) 774-0028



LEGEND & ABBREVIATIONS

	CENTERLINE (CL or ℄)
	RIGHT OF WAY (R.O.W.)
	PROPERTY LINE (PL or ℄)
EX W	EX WATER LINE
NEW 8" W	NEW WATER LINE (WL)
NEW 8" S	NEW SEWER LINE (SL)
FS	NEW FIRE SERVICE (FS)
WS	NEW WATER SERVICE (WS)
BSL	NEW BUILDING SUPPLY LINE (BSL)
SS	NEW SEWER SERVICE (SS)
EX S	EX SEWER MANHOLE
S	NEW SEWER MANHOLE (MH)
	EX EDGE OF PAVEMENT / CURB
	NEW EDGE OF PAVEMENT / CURB
	PUBLIC UTILITY EASEMENT (PUE)
	EX FIRE HYDRANT (EX FH)
	NEW FIRE HYDRANT (FH)
	EX WATER VALVE (EX WV)
	NEW WATER VALVE (WV)
WM	EX WATER METER (EX WM)
WM	NEW WATER METER (WM)
	EX STREET LIGHT (EX SL)
	NEW STREET LIGHT (SL)
MES	MOGOLLON ENGINEERING & SURVEYING, INC.
C.C.R.O.	COCONINO COUNTY RECORDERS OFFICE
EX.	EXISTING
S/W	SIDEWALK
A.D.O.T.	ARIZONA DEPARTMENT OF TRANSPORTATION
A.P.S.	ARIZONA PUBLIC SERVICE
INST.	INSTRUMENT
AC	ASPHALT CONCRETE
TYP	TYPICAL
B.R.	BIKE RACK
HT	HEIGHT
CMU	CONCRETE MASONRY UNIT
BLDG	BUILDING
D/W	DRIVEWAY
E or FL	FLOWLINE
EG	EXISTING GRADE
FG	FINISH GRADE
C.B.	CATCH BASIN
SD	STORM DRAIN
FSW	FACE OF SIDEWALK
C&G	CURB AND GUTTER
EOP	EDGE OF PAVEMENT
S/W	SIDEWALK
PKY	PARKWAY
D/W	DRIVEWAY
(TYP)	TYPICAL
H.C.	HANDICAP
STD	STANDARD
DET	DETAIL
FUT.	FUTURE
SHLD	SHOULDER
C.O.F.	CITY OF FLAGSTAFF

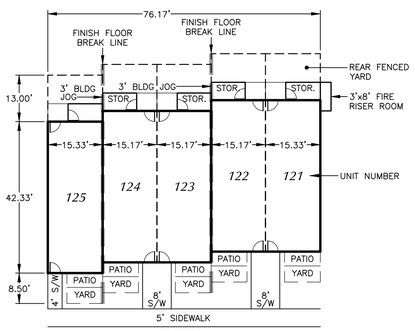
OPEN & CIVIC SPACE CALCULATIONS

DEVELOPABLE LAND (POST R.O.W. DEDICATION):	490,837 S.F.
15% REQUIRED OPEN SPACE (OS):	73,626 S.F.
5% REQUIRED CIVIC SPACE (CS):	24,542 S.F.
OPEN SPACE (OS) PROVIDED:	76,345 S.F.
CIVIC SPACE (CS) PROVIDED:	25,030 S.F.

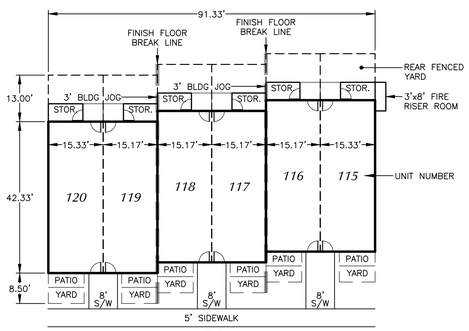
UNIT MIX NOTE

2 BEDROOM / 2 BEDROOM COMBINATION UNITS WITHIN THE BUILDINGS MAY BE REPLACED WITH A 3 BEDROOM / 1 BEDROOM UNIT AND NOT AFFECT MINIMUM PARKING REQUIREMENTS.

4 PLEX
GROSS FLOOR AREA = 2,790 S.F.



5 PLEX
GROSS FLOOR AREA = 3,465 S.F.



6 PLEX
GROSS FLOOR AREA = 4,177 S.F.

PRELIMINARY BUILDING FOOTPRINTS

SCALE: 1"=20'

UNIT COUNT and PARKING INFORMATION

PARKING CALCULATIONS:	TOTAL No. OF UNITS		PARKING PER UNIT	REQUIRED PARKING SPACES
STUDIO UNITS:	0	x	1.25	0
ONE BEDROOM UNITS:	30	x	1.5	45
TWO BEDROOM UNITS:	79	x	2	158
THREE BEDROOM UNITS:	30	x	2	60
TOTAL UNITS:	139			263

VISITOR PARKING:	0.25/EACH 2+ BEDROOM = 109 x 0.25 = 27.25 (27)
REQUIRED PARKING:	290 SPACES REQUIRED
TOTAL AUTOMOBILE PARKING PROVIDED:	290 (INCLUDING 8 H.C. SPACES)
TOTAL BICYCLE PARKING PROVIDED:	0.05 x 290 = 14.5 (15 SPACES PROVIDED)

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

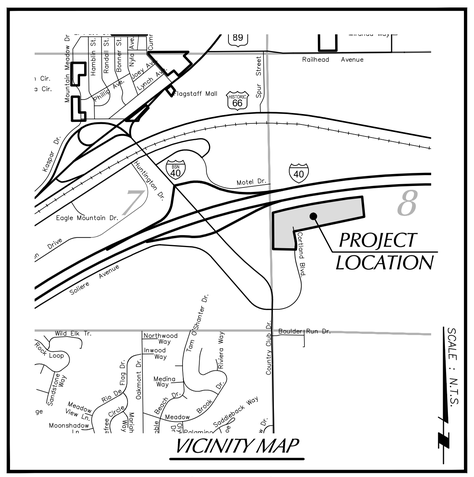
SHEET INDEX

SHEET 1:	PROJECT OVERVIEW & INFORMATION
SHEET 2:	AREA MAP
SHEET 3:	ACCESS & VEHICULAR CIRCULATION
SHEET 4:	PRELIMINARY GRADING & DRAINAGE
SHEET 5:	UNDERGROUND UTILITIES
SHEET 6:	PROPOSED OFF-SITE SEWER
SHEET 7:	RESOURCE PROTECTION PLAN and PRELIMINARY LANDSCAPE PLAN
SHEET 8:	PROPOSED EASEMENTS & ABANDONMENTS

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

CONCEPT PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA



SHEET NO. 1 OF 8

COF PROJECT # PZ-20-00183

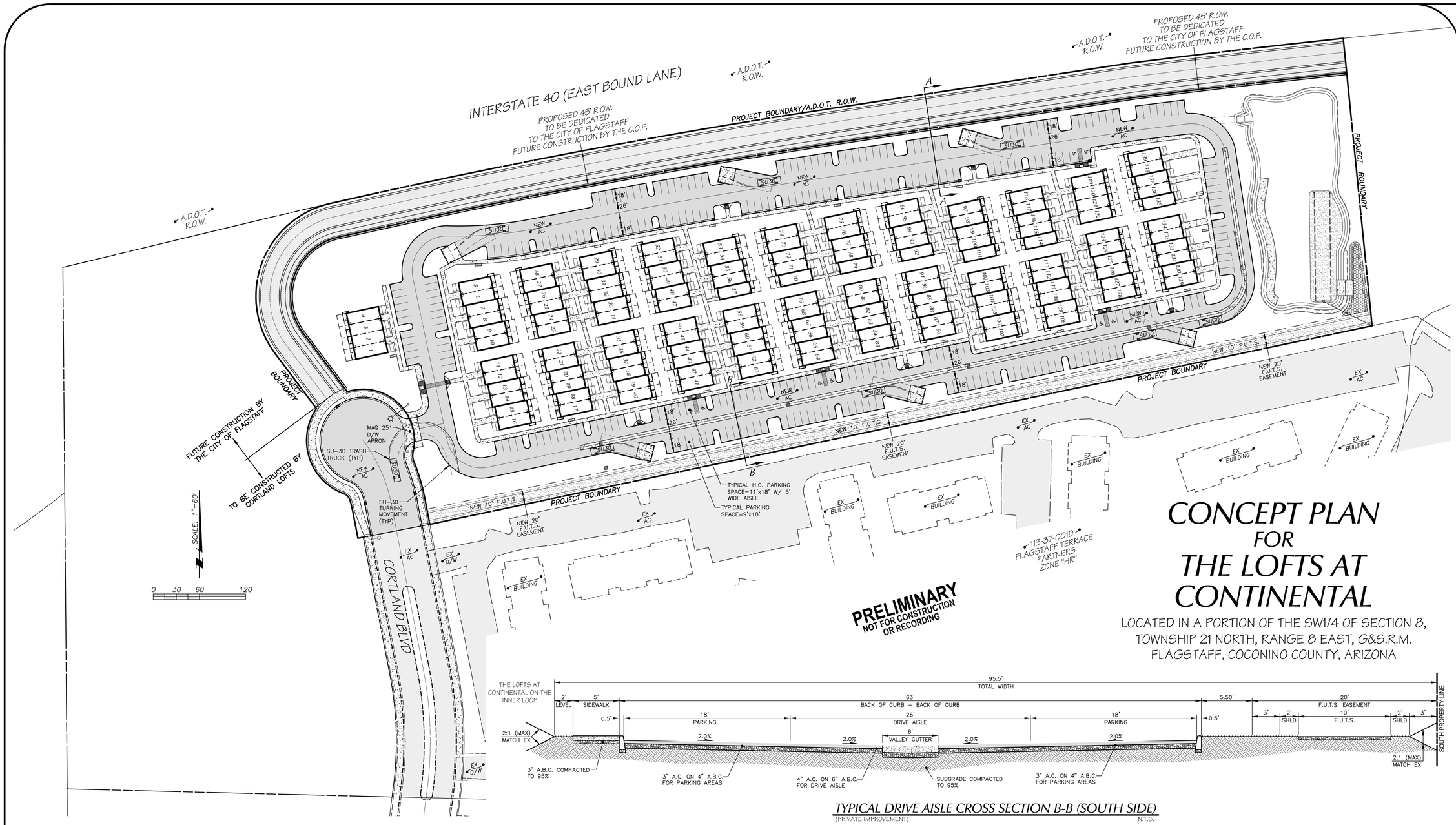
CONCEPT-4

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

THE LOFTS AT CONTINENTAL
CONCEPT PLAN
PROJECT OVERVIEW & INFORMATION
3/4/21
MES# 20356

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 3/4/21
DESIGNED BY: MKE
DRAWN BY: MKE
CHECKED BY: KVH/RDS
PROJECT NO. 20356
FN: SHEET-01.DWG
VERT SCALE: N/A
HOR SCALE: 1"=60'
REVISIONS: PER C.O.F. COMMENTS DATED 12/9/20

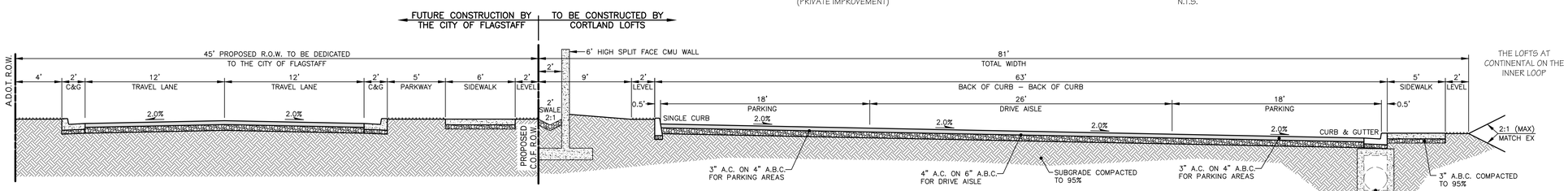


PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

CONCEPT PLAN
FOR
THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

TYPICAL DRIVE AISLE CROSS SECTION B-B (SOUTH SIDE)
(PRIVATE IMPROVEMENT) N.T.S.



TYPICAL DRIVE AISLE CROSS SECTION A-A (NORTH SIDE)
(PRIVATE IMPROVEMENT) N.T.S.

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

THE LOFTS AT CONTINENTAL 3/4/21
CONCEPT PLAN MES# 20356
ACCESS & VEHICULAR CIRCULATION

DATE: 3/4/21 | PROJECT NO: 20356 | REVISIONS PER C.O.F. COMMENTS DATED 12/4/20
DESIGNED BY: MME | FN: SHEET-03.DWG | VERT. SCALE: N/A
DRAWN BY: MME | HOR. SCALE: 1"=60'
CHECKED BY: KVH/RDS

SHEET NO. 3 OF 8
CONCEPT-4
COF PROJECT # PZ-20-00183

Methodology Overview

This form facilitates trip generation estimation using data within the Institute of Transportation Engineer's (ITE) Trip Generation Manual, 10th Edition and methodology described within ITE's Trip Generation Handbook, 3rd Edition. These references will be referred to as Manual and Handbook, respectively. The Manual contains data collected by various transportation professionals for a wide range of different land uses, with each land use category represented by a land use code (LUC). Average rates and equations have been established that correlate the relationship between an independent variable that describes the development size and generated trips for each categorized LUC in various settings and time periods. The Handbook indicates an established methodology for how to use data contained within the Manual when to use the fitted curve instead of the average rate and when to adjustments to the volume of trips are appropriate and how to do so. The methodology steps are represented visually in boxes in Figure 3.1. This worksheet applies calculations for each box if applicable.

Box 1 - Define Study Site Land Use Type & Site Characteristics

The analyst is to pick an appropriate LUC(s) based on the subject's zoning/land use(s)/future land use(s). The size of the land use(s) is described in reference to an independent variable(s) specific to (each) the land use (example: 1,000 square feet of building area is relatively common).

Land Use Types and Size

Proposed Use	Amount	Units	ITE LUC	ITE Land Use Name
Previoulsy Proposed Development				
Apartments	192	Dwelling Units	220	Multifamily Housing (Low-Rise)
Newly Proposed Development				
Apartments	139	Dwelling Units	220	Multifamily Housing (Low-Rise)

Box 2 - Define Site Context

Context assessment is to "simply determine whether the study sites is in a multimodal setting" and "could have persons accessing the site by walking, bicycling, or riding transit." This assessment is used in Box 4. The Manual separates data into 4 setting categories - Rural, General Urban/Suburban, Dense Multi-Urban Use and Center City Core. This worksheet uses the following abbreviations, respectively: R, G, D, and C. The Manual does not have data for all settings of all land use codes. See the table on the next page titled "Site Context and Time Periods" - if this table is not provided, the "General Urban/Suburban" setting is used by default.

Box 3 - Define Analysis Objectives Types of Trips & Time Period

This tool will focus on vehicular trips for a 24-hour period on a typical weekday as well as its AM peak hour and PM peak hour. Other time period(s) may be of interest.

Site Context and Time Periods - Actual Setting, Setting Data Available for LUC, Setting Used in Analyses

Proposed Use	Setting		ADT Available	ADT Used	AM Peak Hour Available	AM Peak Hour Used	PM Peak Hour Available	PM Peak Hour Used	(not used) Available	(not used) Used
Previoulsy Proposed Development										
Apartments	General Urban/Suburban	G	G	G	G	G	G	G		
Newly Proposed Development										
Apartments	General Urban/Suburban	G	G	G	G	G	G	G		

If the desired setting is not available within the *Manual,* adjustments may be made in Boxes 6 through 8.

Box 4 - Is Study Site Multimodal?

Per the Handbook, "if the objective is to establish a local trip generation rate for a particular land use or study site, the simplified approach (Box 9) may be acceptable but the Box 5 through 8 approach is required if the study site is located in an infill setting, contains a mix of uses on-site, or is near significant transit service."

Box 5/Box 9 - Estimate Baseline Trips/Estimate Vehicular Trips (Determine Equation)

Vehicle trips are estimated using rates/equations applicable to each LUC. When the appropriate graph has a fitted curve, the Handbook has a process (Figure 4.2) to determine when to use it versus using the weighted average rate or collecting local data. The methodology requires for engineering judgement in some circumstances and permits engineering judgement to override or make adjustments when appropriate to best project (example 1: study site is expected to operate differently than data in the applicable land use code - such as restaurant that is closed in the morning or in the evening; example 2: LUC data in a localized area fails to be represented by the typically selected fitted curve/weighted average rate - a small shop/LUC 820, AM peak hour is skewed by the high y-intercept).

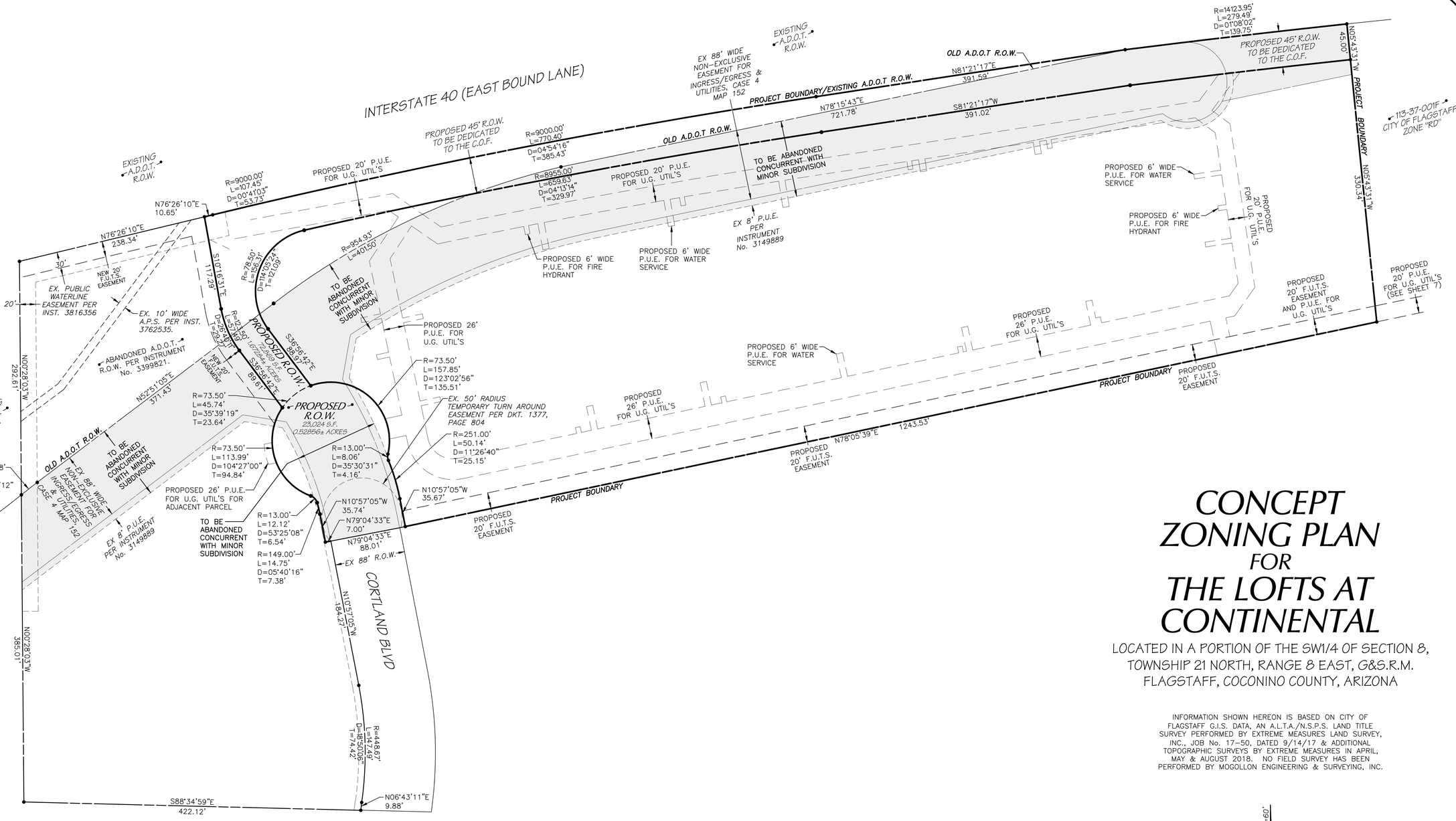
Equation Type: Equation Used [Equated Rate] (Type Abbreviations: Weighted Average Rate ("WA"), Fitted Curve ("FC"), or Custom ("C"))

Proposed Use	ADT	AM Peak Hour	PM Peak Hour	(not used)
Previoulsy Proposed Development				
Apartments	FC: T=7.56*X-40.86 [7.35]	FC: LN(T)=0.95*LN(X)-0.51 [0.46]	FC: LN(T)=0.89*LN(X)-0.02 [0.55]	
Newly Proposed Development				
Apartments	FC: T=7.56*X-40.86 [7.27]	FC: LN(T)=0.95*LN(X)-0.51 [0.47]	FC: LN(T)=0.89*LN(X)-0.02 [0.57]	

Box 5/Box 9 - Estimate Baseline Trips/Estimate Vehicular Trips (Apply Equations and in/out Distributions)

Baseline Vehicular Trips

Proposed Use	ADT % In	ADT In	ADT Out	ADT Total	AM Peak Hour % In	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour % In	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	(not used) % In	(not used) In	(not used) Out	(not used) Total
Previoulsy Proposed Development																
Apartments	50%	705	705	1,410	23%	20	69	89	63%	67	39	106				
Newly Proposed Development																
Apartments	50%	505	505	1,010	23%	15	50	65	63%	50	29	79				
Totals		**1,210**	**1,210**	**2,420**		**35**	**119**	**154**		**117**	**68**	**185**				



CONCEPT ZONING PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SCALE: 1"=60'

0 30 60 120

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

THE LOFTS AT CONTINENTAL
CONCEPT ZONING PLAN
PROPOSED EASEMENTS & ABANDONMENTS
7/29/21
MES# 20356

Mogollon, Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/29/21
DESIGNED BY: MKE
DRAWN BY: MKE
CHECKED BY: KVH/RDB
PROJECT NO. 20356
FN: SHEET-11.DWG
VERT SCALE: N/A
HOR SCALE: 1"=60'
REVISIONS:

MIRAMONTE
HOMES

Neighborhood Meeting and Citizen Participation Plan

August 3, 2021

Tiffany Antol
City of Flagstaff Planning & Development Services
211 W. Aspen Ave
Flagstaff, AZ 86001

RE: Project: Lofts at Continental
Applicant: PZ-20-00183

Dear Ms. Antol:

In connection with its anticipated application for a concept zoning map amendment; and development agreement (collectively, the "Applications"), the applicant, Miramonte Holdings, LLC, (Miramonte) has formulated the following Neighborhood Meeting and Citizen Participation Plan and welcomes feedback from the City of Flagstaff (the "City") regarding any of the details set forth herein. The information herein is intended to comply with relevant portions of the Flagstaff Zoning Code (the "Code"), including Sections 10-20.30.060 and 10-20.30.080 of the Code.

Introduction

Miramonte is proposing to develop on approximately 13.49 acres of an existing 19.26-acre parcel, Assessor Parcel Number 113-37-001E, located at 5531 E. Cortland Boulevard, Flagstaff, AZ. 86004. The parcel is currently zoned Highway Commercial, (HC), Light Industrial-Open (LI-O) and Research & Development (RD) within the Resource Protection Overlay (RPO). The Application will rezone the property to High-Density Residential Zone to permit a project that is 12.38 units per acre. The proposed development will be a 139-unit apartment complex, providing an affordable alternative living situation for residents. The details of the proposed project, as well as the proposed zoning changes will be discussed in detail in Miramonte's Letter of Intent to be filed with the City.

Neighborhood Meeting

A. Purpose

Miramonte understands the purpose of the required Neighborhood Meeting to encompass the following goals:

- Encourage Miramonte to allow for informed decision making through the dissemination of proposals and alternatives. *See* Code Section 10-20.30.060(B)(1).
- Ensure that Miramonte pursues early and effective citizen participation in conjunction with its Applications, giving it the opportunity to understand and try to mitigate any real or perceived impacts its Applications may have on the community. *See* Code Section 10-20.30.060(B)(2).
- Ensure that the citizens and property owners within the community have an adequate opportunity to learn about how Miramonte's Applications may affect them and to work with Miramonte to resolve concerns at an early stage of the process. *See* Code Section 10-20.30.060(B)(3).
- Facilitate ongoing communication between Miramonte potentially affected citizens and adjacent property owners, City staff, Planning Commissioners and elected officials throughout the application review process. *See* Code Section 10-20.30.060(B)(4).

B. Applicability and Requirements

Miramonte understands its Applications may require it to hold at least two neighborhood meetings and that it is responsible for the costs associated with these meetings. If the Director requires as much, Miramonte will host additional neighborhood meetings. Miramonte would like to schedule the neighborhood meetings for **August 26th at 5:00 PM and September 9th at 5:00 PM via zoom.**

C. Neighborhood Meeting Plan

Pursuant to Code Section 10-20.30.060(C)(2), Miramonte's plan for how it intends to conduct the neighborhood meeting must be submitted to and approved by the Director in compliance with the review schedule. In anticipation of this requirement, Miramonte includes the following proposed plan for conducting the neighborhood meeting(s). The neighborhood meeting(s) will be hosted at a suitable gathering location at or near the proposed project site. Miramonte may hold the public meeting at the subject site, if it is determined to be a suitable location for the meetings. Miramonte intends to hold in-person meeting(s), assuming that social distancing requirements caused by the COVID-19 pandemic can be met. If in-person meeting(s) are not feasible as a result of the pandemic, then Miramonte will either delay the meeting until such time as in-person meetings can be suitably held or it will conduct the meeting virtually, if approved by the Director. Again, while Miramonte has determined the location, date and time of the neighborhood meeting(s), it will include such information in its plan sent to the Director in compliance with the review schedule.

While the Director may determine that additional notices are required, Miramonte will, at a minimum, provide notices, via first class mail and email (if available) to the following parties:

- Property owners, citizens, jurisdictions and public agencies within 600 feet of the proposed project;
- The head of any homeowners association, or community/neighborhood representative within 1,000 feet of the proposed project;
- All persons or groups whose names are on the registry of persons and groups described in Code Section 10-20.30.080(B) who are interested in receiving such notice; and
- If required by the Director, to any party falling within an expanded notification area.

Further, Miramonte will provide additional notice through a newspaper posting and posting a sign on the subject property. The sign posted on the subject property will be at least 4' x 4' and will be clearly visible from Cortland Boulevard and will have an attached information tube containing copies of the meeting notice. This sign will be installed at least 10 days prior the neighborhood meeting. In addition, each of these notices will set forth the purpose and substance of the proposed application, and the time, date and place of the neighborhood meeting. Miramonte will submit a copy of such notice to the Director.

At the meeting(s), Miramonte will circulate a sign-in sheet (or collection of participant information for a virtual meeting), and will provide an introduction of the proposed development, with an overview of the development's design and goals. After Miramonte provides an overview of the proposed project, Miramonte will engage in a charrette-style interaction, encouraging attendees' written contribution of any comments or concerns about the proposed development, and in particular will solicit attendees' desired community outcomes. For a virtual meeting, Miramonte will invite contribution of comments and concerns to be submitted in advance of the meeting via email and at the meeting via chat features through the online meeting service. Upon collection of the attendees' written responses, Miramonte will discuss some of the comments received and facilitate an open forum discussion with attendees. Miramonte will provide attendees with contact information to permit follow up discussions with any interested participant.

D. Record of Proceedings

Pursuant to Code Section 10-20.30.060(F), after the meeting(s), Miramonte will create a written summary of the meeting(s) and will submit the report to the Director in its next formal submission. The report will include the information specified in Code Section 10-20.30.060(F), including (i) certification, on a form established by the Director, that the meeting was properly noticed and conducted; (ii) dates and locations of all meeting(s); (iii) a copy of the notices provided, including dates and number of mailings or deliveries; (iv) a copy of the mailing list and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located; (v) the number and names of people that participated in the process based on the sign-in sheet; and a dated photograph of the sign installed on the subject property, as discussed above.

In addition, Miramonte's report will contain a summary of concerns, issues and problems expressed during the neighborhood meeting(s), including: (i) the substance of the concerns, issues, and problems raised during the process; (ii) how Miramonte has responded to these comments. Further, Miramonte's responses will be included on the site plan, illustrative plan, other planning document(s), and/or in an associated report. If public comments are not included in any of these documents, Miramonte will provide an explanation why they were not included.

Finally, Miramonte will provide a copy of the written summary to all attendees who recorded their name on the sign-in sheet. Miramonte welcomes any feedback from the City regarding its proposed neighborhood meeting plan.

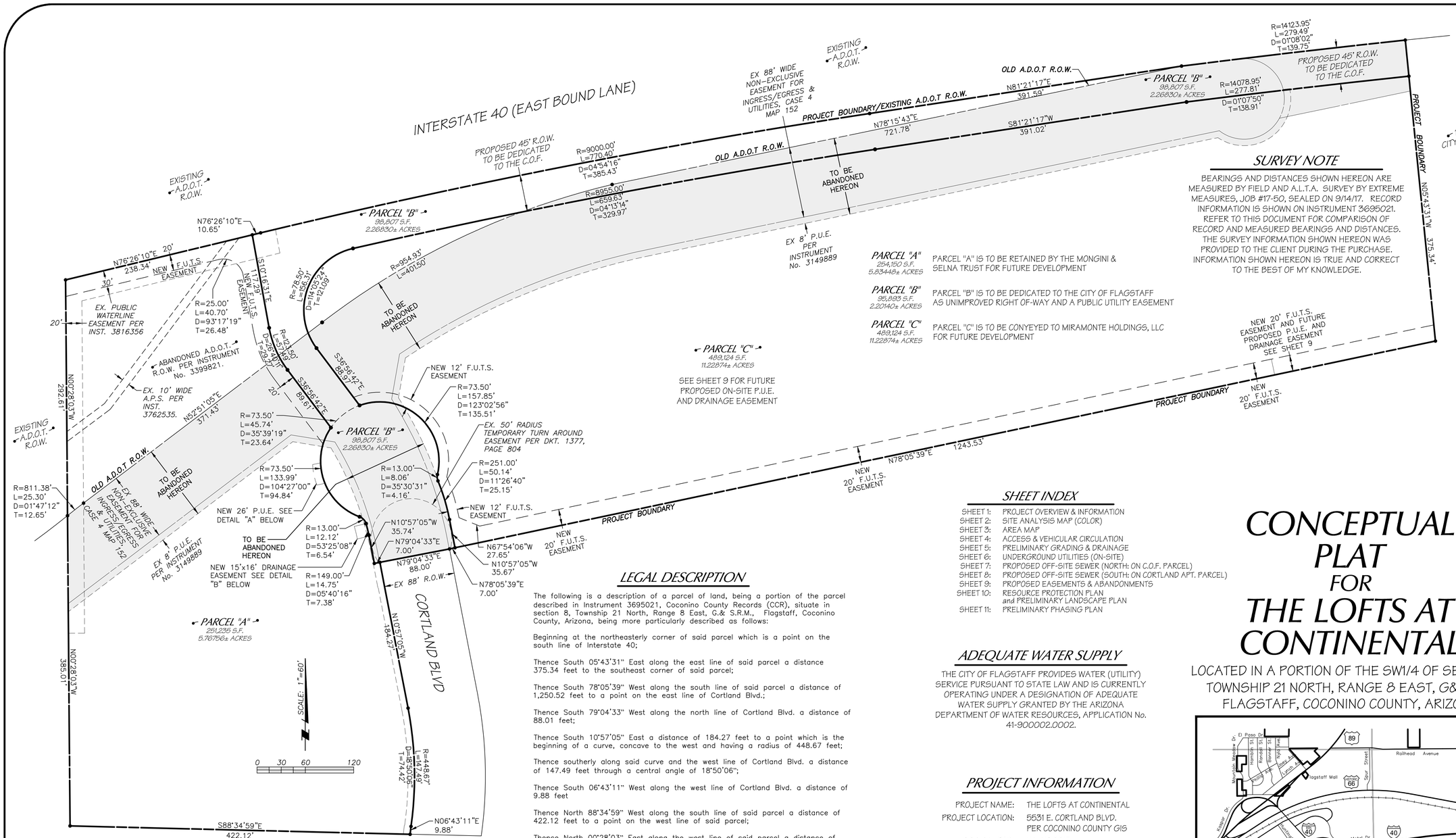
Additional Citizen Outreach

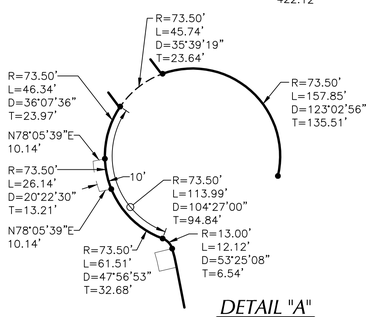
In addition to the two neighborhood meetings, the Director must schedule a public hearing with the Planning Commission and City Council to provide additional opportunities for interested members of the public to be informed of and provide comments on Miramonte's development proposals. Miramonte will notice the public hearing as required by Code Section 10-20.30.080.

As indicated above, Miramonte understands the need for heightened community involvement throughout the application process and welcomes the City's input on any of the information and plans set forth herein. To the extent not expressly indicated, Miramonte intends to conduct the Neighborhood Meeting and Citizen Participation Plan in accordance with the requirements of the Code.

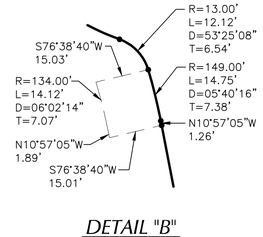
Sincerely,

Charity Lee
Land Acquisition and Development Manager
Miramonte Homes
102 S. Mikes Pike
Flagstaff, AZ. 86001
clee@miramontehomes.com
928-600-3594





DETAIL "A"
SCALE: 1"=60'



DETAIL "B"
SCALE: 1"=20'

LEGAL DESCRIPTION

The following is a description of a parcel of land, being a portion of the parcel described in Instrument 3695021, Coconino County Records (CCR), situate in section 8, Township 21 North, Range 8 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the northeasterly corner of said parcel which is a point on the south line of Interstate 40;

Thence South 05°43'31" East along the east line of said parcel a distance 375.34 feet to the southeast corner of said parcel;

Thence South 78°05'39" West along the south line of said parcel a distance of 1,250.52 feet to a point on the east line of Cortland Blvd.;

Thence South 79°04'33" West along the north line of Cortland Blvd. a distance of 88.01 feet;

Thence South 10°57'05" East a distance of 184.27 feet to a point which is the beginning of a curve, concave to the west and having a radius of 448.67 feet;

Thence southerly along said curve and the west line of Cortland Blvd. a distance of 147.49 feet through a central angle of 18°50'06";

Thence South 06°43'11" West along the west line of Cortland Blvd. a distance of 9.88 feet

Thence North 88°34'59" West along the south line of said parcel a distance of 422.12 feet to a point on the west line of said parcel;

Thence North 00°28'03" East along the west line of said parcel a distance of 385.01 feet;

Thence continue North 00°28'03" West along the west line of said parcel a distance of 292.61 feet to the northwest corner of said parcel and a point on the south line of Interstate 40;

Thence North 76°26'10" East along the south line of Interstate 40 a distance of 248.99 feet to a point which is the beginning of a non-tangent curve, concave to the south and having a radius of 9,000.00 feet and to which beginning a radial line bears North 12°32'20 West;

Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 770.40 feet through a central angle of 04°54'16";

Thence North 81°21'17" East along the south line of Interstate 40 a distance of 391.59 feet to a point which is the beginning of a non-tangent curve, concave to the south and having a radius of 14,123.95 feet and to which beginning a radial line bears North 07°09'02" West;

Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 279.49 feet through a central angle of 01°08'03" to the True Point of Beginning;

Said parcel contains 839,167 sq. ft. or 19.26462 acres of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.

SURVEY NOTE

BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED BY FIELD AND A.L.T.A. SURVEY BY EXTREME MEASURES, JOB #17-50, SEALED ON 9/14/17. RECORD INFORMATION IS SHOWN ON INSTRUMENT 3695021. REFER TO THIS DOCUMENT FOR COMPARISON OF RECORD AND MEASURED BEARINGS AND DISTANCES. THE SURVEY INFORMATION SHOWN HEREON WAS PROVIDED TO THE CLIENT DURING THE PURCHASE. INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PARCEL "A" 254,150 S.F. 5.83448± ACRES	PARCEL "A" IS TO BE RETAINED BY THE MONGINI & SELNA TRUST FOR FUTURE DEVELOPMENT
PARCEL "B" 95,893 S.F. 2.20140± ACRES	PARCEL "B" IS TO BE DEDICATED TO THE CITY OF FLAGSTAFF AS UNIMPROVED RIGHT OF-WAY AND A PUBLIC UTILITY EASEMENT
PARCEL "C" 489,124 S.F. 11.22874± ACRES	PARCEL "C" IS TO BE CONYEYED TO MIRAMONTE HOLDINGS, LLC FOR FUTURE DEVELOPMENT

SHEET INDEX

SHEET 1:	PROJECT OVERVIEW & INFORMATION
SHEET 2:	SITE ANALYSIS MAP (COLOR)
SHEET 3:	AREA MAP
SHEET 4:	ACCESS & VEHICULAR CIRCULATION
SHEET 5:	PRELIMINARY GRADING & DRAINAGE
SHEET 6:	UNDERGROUND UTILITIES (ON-SITE)
SHEET 7:	PROPOSED OFF-SITE SEWER (NORTH: ON C.O.F. PARCEL)
SHEET 8:	PROPOSED OFF-SITE SEWER (SOUTH: ON CORTLAND APT. PARCEL)
SHEET 9:	PROPOSED EASEMENTS & ABANDONMENTS
SHEET 10:	RESOURCE PROTECTION PLAN and PRELIMINARY LANDSCAPE PLAN
SHEET 11:	PRELIMINARY PHASING PLAN

ADEQUATE WATER SUPPLY

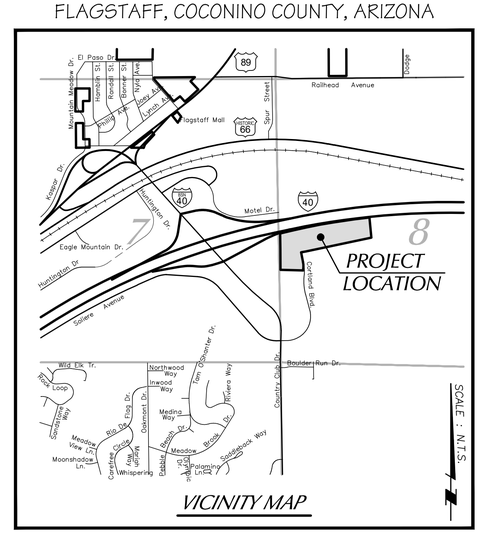
THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.

PROJECT INFORMATION

PROJECT NAME:	THE LOFTS AT CONTINENTAL
PROJECT LOCATION:	5631 E. CORTLAND BLVD. PER COCONINO COUNTY GIS
APN NUMBER:	113-37-001E
TOTAL ACREAGE:	19.26462± (839,167 S.F.)
NUMBER OF PARCELS:	3
TOTAL NUMBER OF UNITS (ON PARCEL "C"):	139
REGIONAL PLAN DESIGNATION:	SUBURBAN EXISTING
CURRENT ZONING DISTRICT:	(HC) HIGHWAY COMMERCIAL (LI-O) LIGHT INDUSTRIAL OPEN (RD) RESEARCH & DEVELOPMENT
PROPOSED ZONING DISTRICT:	(HR) HIGH DENSITY RESIDENTIAL
CURRENT USE:	VACANT
LOCATED WITHIN R.P.O. ZONE:	YES
OWNER:	MONGINI & SELNA TRUST PO BOX 35 JEROME, AZ. 86331 (928) 699-4381
DEVELOPER:	MIRAMONTE HOLDINGS, LLC 2502 E. RIVER ROAD TUCSON, AZ. 85718 (928) 774-0028

CONCEPTUAL PLAT FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA



VICINITY MAP

SHEET NO. 1 OF 11

COF PROJECT # PZ-20-00183

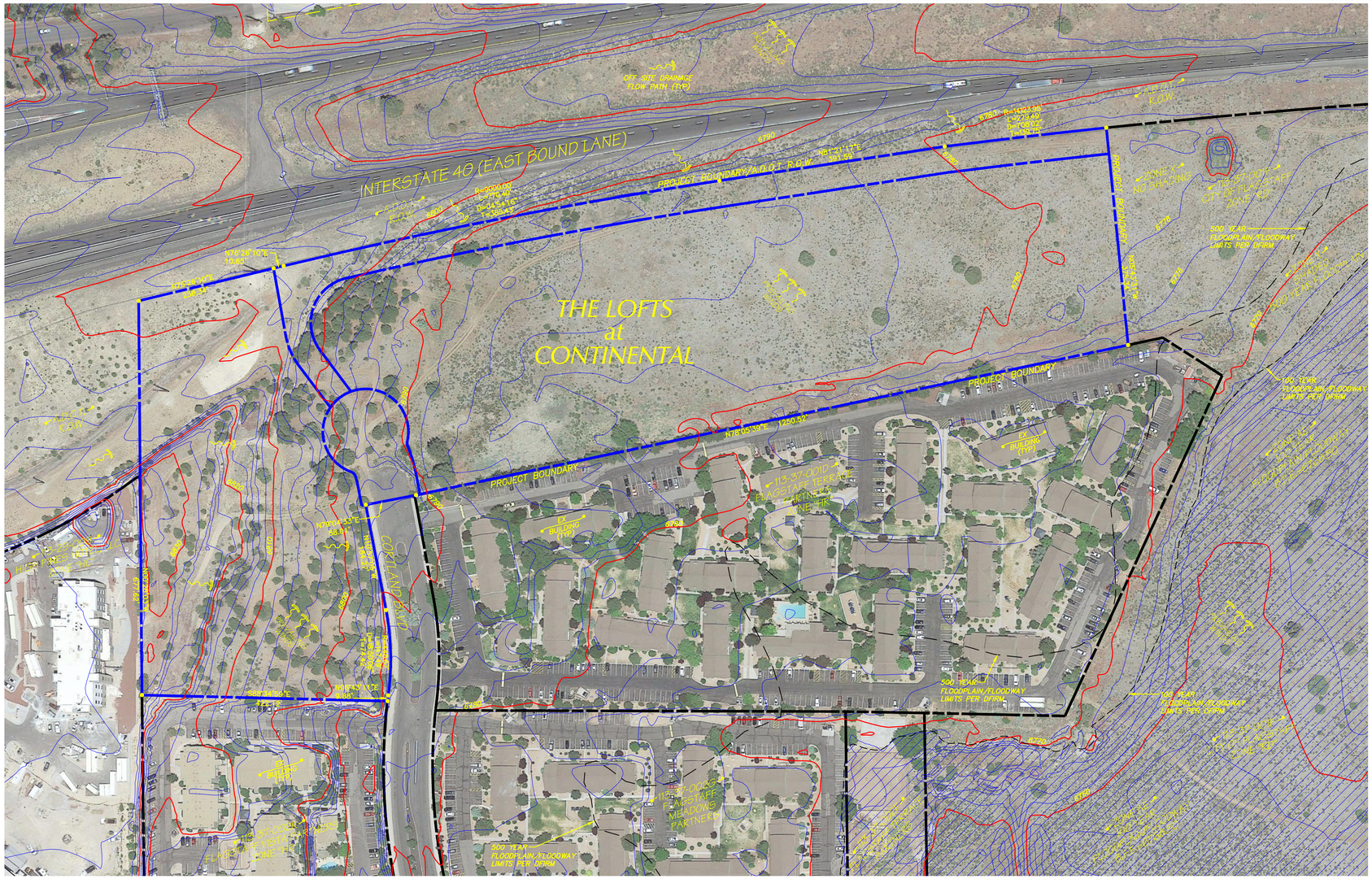
CONCEPT-4

Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer CERTIFICATE NO. 29312 ROBERT D. BEGLEY Date Signed 11/23/21 ARIZONA U.S.A.

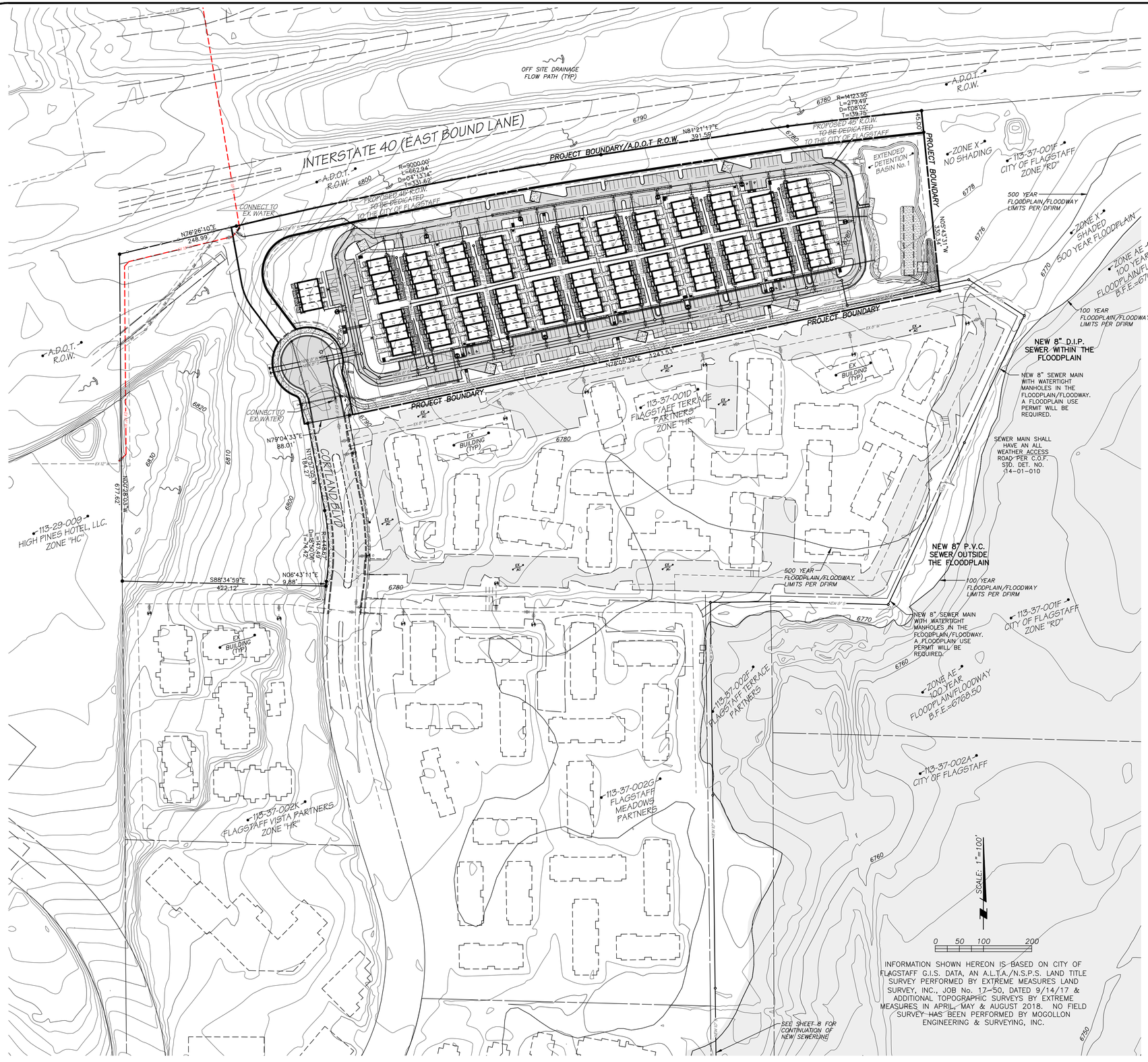
THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
11/23/21
MES# 20356

DATE: 11/23/21 | REVISIONS:
PROJECT NO. 20356
FN: SHEET-01.DWG
DESIGNED BY: MKE
DRAWN BY: MKE
VERT SCALE: N/A
HOR SCALE: 1"=60'
CHECKED BY: KVH/RDB


INTERSTATE 40 (EAST BOUND LANE)
THE LOFTS at CONTINENTAL
PROJECT BOUNDARY
PROJECT BOUNDARY
N 89°55'39" E 1460.52'
S 89°55'39" W 1460.52'
COKTELAND TRAIL
OFF-SITE DRAINAGE FLOW PATH (TYP)
EX. BUILDING (TYP)
EX. BUILDING (TYP)
EX. BUILDING (TYP)
500 YEAR FLOODPLAIN, FLOODWAY LIMITS PER DFIRM
500 YEAR FLOODPLAIN, FLOODWAY LIMITS PER DFIRM
500 YEAR FLOODPLAIN, FLOODWAY LIMITS PER DFIRM
500 YEAR FLOODPLAIN, FLOODWAY LIMITS PER DFIRM
100

CONCEPTUAL PLAT
FOR
THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA



INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MCGOLLON ENGINEERING & SURVEYING, INC.

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
AREA MAP

11/23/21
MES# 20356

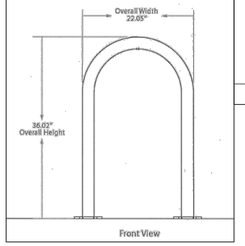
Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO.
29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

DATE: 11/23/21	PROJECT NO. 20356	REVISIONS:
DESIGNED BY: MME	FN: SHEET-03.DWG	
DRAWN BY: MME	VERT SCALE: N/A	
CHECKED BY: KVM/RDB	HOR SCALE: 1"=100'	

Specification Sheet

Park-It 2 Bike Rack, Surface Mount



Material	Finish	Dimensions	Weight
Steel tubing	Powder-coated black	22.05" w x 36.02" h Footprint: 25.2" w x 36.02" h	22 lbs.

Type of Mount: Surface mount

Size of Tubing: 1-7/8" O.D. x 11-gauge

BIKE RACK SPECIFICATIONS

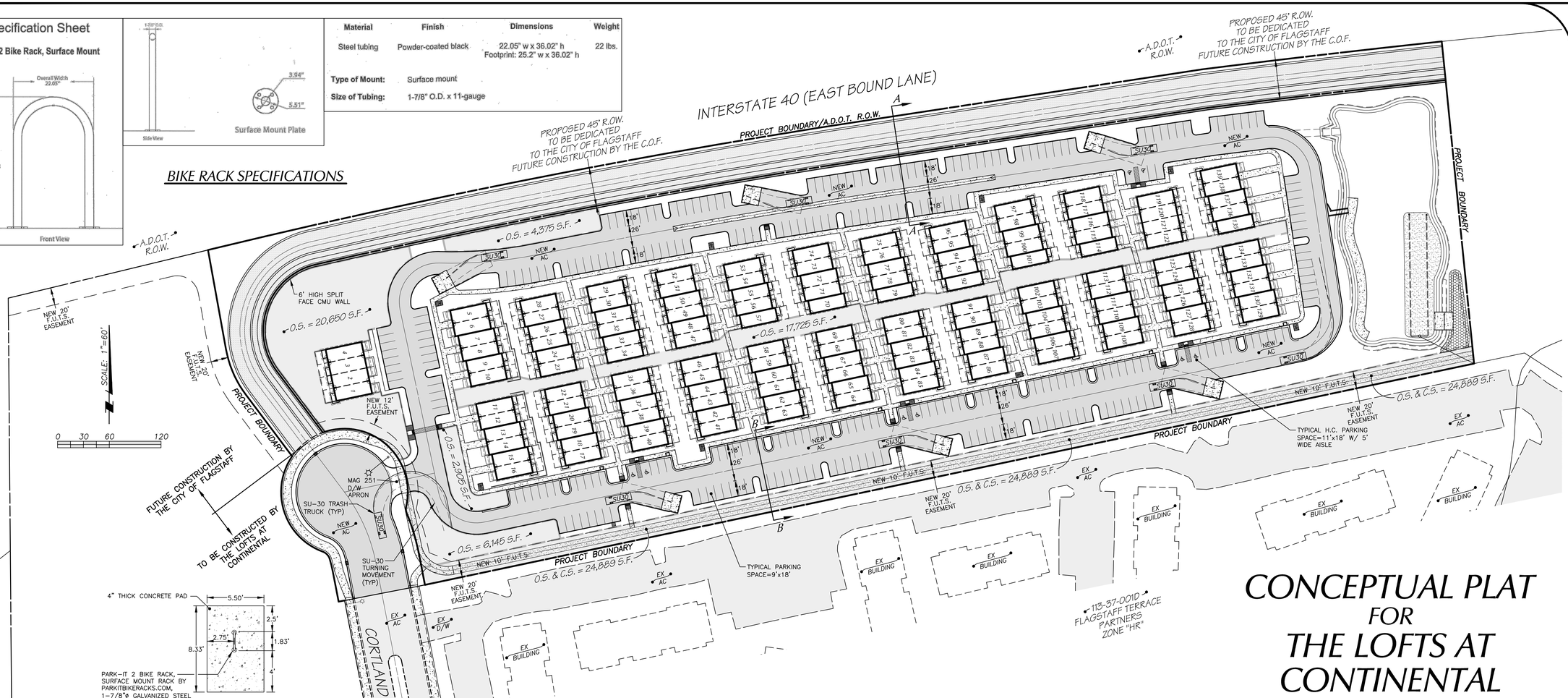
14.5 REQUIRED (16 SPACES PROVIDED)

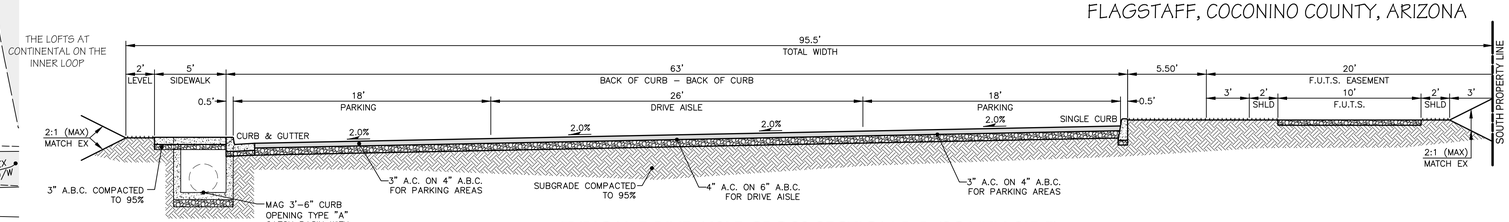
CONCRETE BIKE PARKING PAD

(PRIVATE IMPROVEMENT) N.T.S.

OPEN & CIVIC SPACE CALCULATIONS

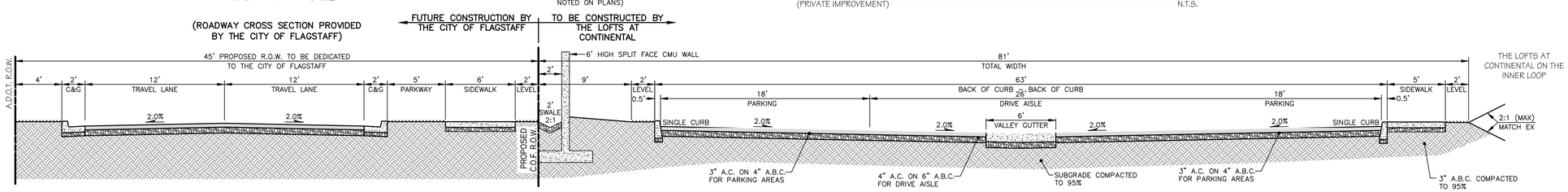
DEVELOPABLE LAND (POST R.O.W. DEDICATION):	489,124 S.F.
15% REQUIRED OPEN SPACE (O.S.):	73,369 S.F.
5% REQUIRED CIVIC SPACE (C.S.):	24,456 S.F.
OPEN SPACE (O.S.) PROVIDED:	76,689 S.F.
CIVIC SPACE (C.S.) PROVIDED:	24,889 S.F.





TYPICAL DRIVE AISLE CROSS SECTION B-B (SOUTH SIDE)

(PRIVATE IMPROVEMENT) N.T.S.



TYPICAL DRIVE AISLE CROSS SECTION A-A (NORTH SIDE)

(PRIVATE IMPROVEMENT) N.T.S.

CONCEPTUAL PLAT FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

THE LOFTS AT CONTINENTAL 11/23/21
CONCEPTUAL PLAT
PROPOSED ACCESS & VEHICULAR CIRCULATION MES# 20356

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer CERTIFICATE NO. 29312 ROBERT D. BEGLEY Date Signed 11/23/21 ARIZONA U.S.A.

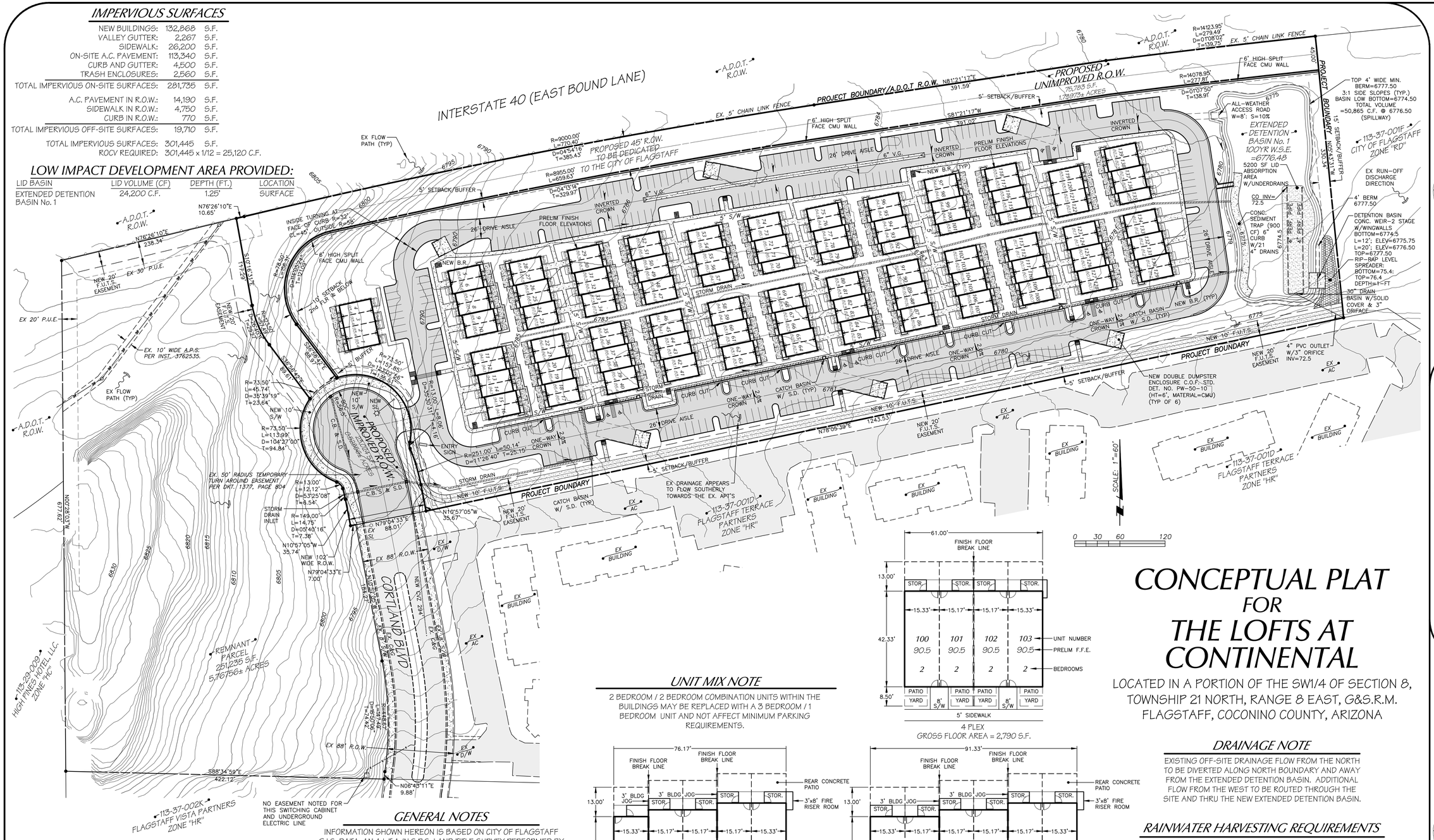
DATE: 11/23/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MME | FN: SHEET-04.DWG | VERT SCALE: N/A
DRAWN BY: MME | HOR SCALE: 1"=60'
CHECKED BY: KVH/RDB

IMPERVIOUS SURFACES

NEW BUILDINGS:	132,868	S.F.
VALLEY GUTTER:	2,267	S.F.
SIDEWALK:	26,200	S.F.
ON-SITE A.C. PAVEMENT:	113,340	S.F.
CURB AND GUTTER:	4,500	S.F.
TRASH ENCLOSURES:	2,560	S.F.
TOTAL IMPERVIOUS ON-SITE SURFACES:	281,735	S.F.
A.C. PAVEMENT IN R.O.W.:	14,190	S.F.
SIDEWALK IN R.O.W.:	4,750	S.F.
CURB IN R.O.W.:	770	S.F.
TOTAL IMPERVIOUS OFF-SITE SURFACES:	19,710	S.F.
TOTAL IMPERVIOUS SURFACES:	301,445	S.F.
ROCV REQUIRED:	301,445 x 1/12 = 25,120 C.F.	

LOW IMPACT DEVELOPMENT AREA PROVIDED:

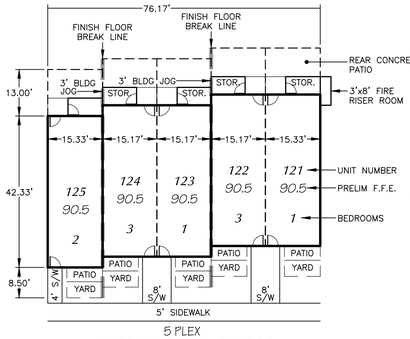
LID BASIN	LID VOLUME (CF)	DEPTH (FT.)	LOCATION
EXTENDED DETENTION BASIN No. 1	24,200 C.F.	1.25'	SURFACE



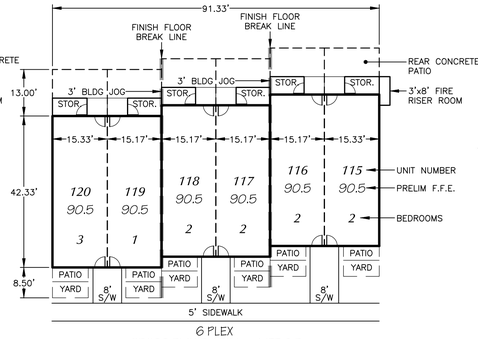
4 PLEX
GROSS FLOOR AREA = 2,790 S.F.

UNIT MIX NOTE

2 BEDROOM / 2 BEDROOM COMBINATION UNITS WITHIN THE BUILDINGS MAY BE REPLACED WITH A 3 BEDROOM / 1 BEDROOM UNIT AND NOT AFFECT MINIMUM PARKING REQUIREMENTS.



5 PLEX
GROSS FLOOR AREA = 3,465 S.F.



6 PLEX
GROSS FLOOR AREA = 4,177 S.F.

PRELIMINARY BUILDING FOOTPRINTS

SCALE: 1"=20'

UNIT COUNT and PARKING INFORMATION

PARKING CALCULATIONS:	TOTAL No. OF UNITS		PARKING REQUIRED PER UNIT		PARKING SPACES
STUDIO UNITS:	0	x	1.25		0
ONE BEDROOM UNITS:	30	x	1.5		45
TWO BEDROOM UNITS:	79	x	2		158
THREE BEDROOM UNITS:	30	x	2		60
TOTAL UNITS:	139				263

VISITOR PARKING:	0.25/EACH 2+ BEDROOM = 109 x 0.25 = 27.25 (27)
REQUIRED PARKING:	290 SPACES REQUIRED
TOTAL AUTOMOBILE PARKING PROVIDED:	290 (INCLUDING 8 H.C. SPACES)
TOTAL BICYCLE PARKING PROVIDED:	0.05 x 290 = 14.5 REQUIRED (16 SPACES PROVIDED) (SEE SHEET 4 FOR BIKE RACK DETAIL AND SPEC'S)

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

GRADING NOTE

PROPOSED SITE GRADING SHALL BE IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING STANDARDS AND THE RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT. OVERALL SITE IS TO BE GRADED TO DRAIN TO THE PROPOSED DETENTION BASIN & STORM WATER CONVEYANCES WILL BE DESIGNED and CONSTRUCTED IN ACCORDANCE WITH CITY OF FLAGSTAFF STORM WATER STANDARDS.

DRAINAGE NOTE

EXISTING OFF-SITE DRAINAGE FLOW FROM THE NORTH TO BE DIVERTED ALONG NORTH BOUNDARY AND AWAY FROM THE EXTENDED DETENTION BASIN. ADDITIONAL FLOW FROM THE WEST TO BE ROUTED THROUGH THE SITE AND THRU THE NEW EXTENDED DETENTION BASIN.

RAINWATER HARVESTING REQUIREMENTS

USE ALL NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH COF LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER HARVESTING.

CLEAR VIEW ZONES

POSTED SPEED LIMIT = 25
DESIGN SPEED = 25 MPH (COMMERCIAL LOCAL)
14.5' FROM MAJOR ROAD TRAVEL WAY

CASE B1 LEFT TURN FROM MINOR
I.S.D. TO LEFT = 1.47(25)(7.5+0.5)=294'

CONCEPTUAL PLAT FOR THE LOFTS AT CONTINENTAL

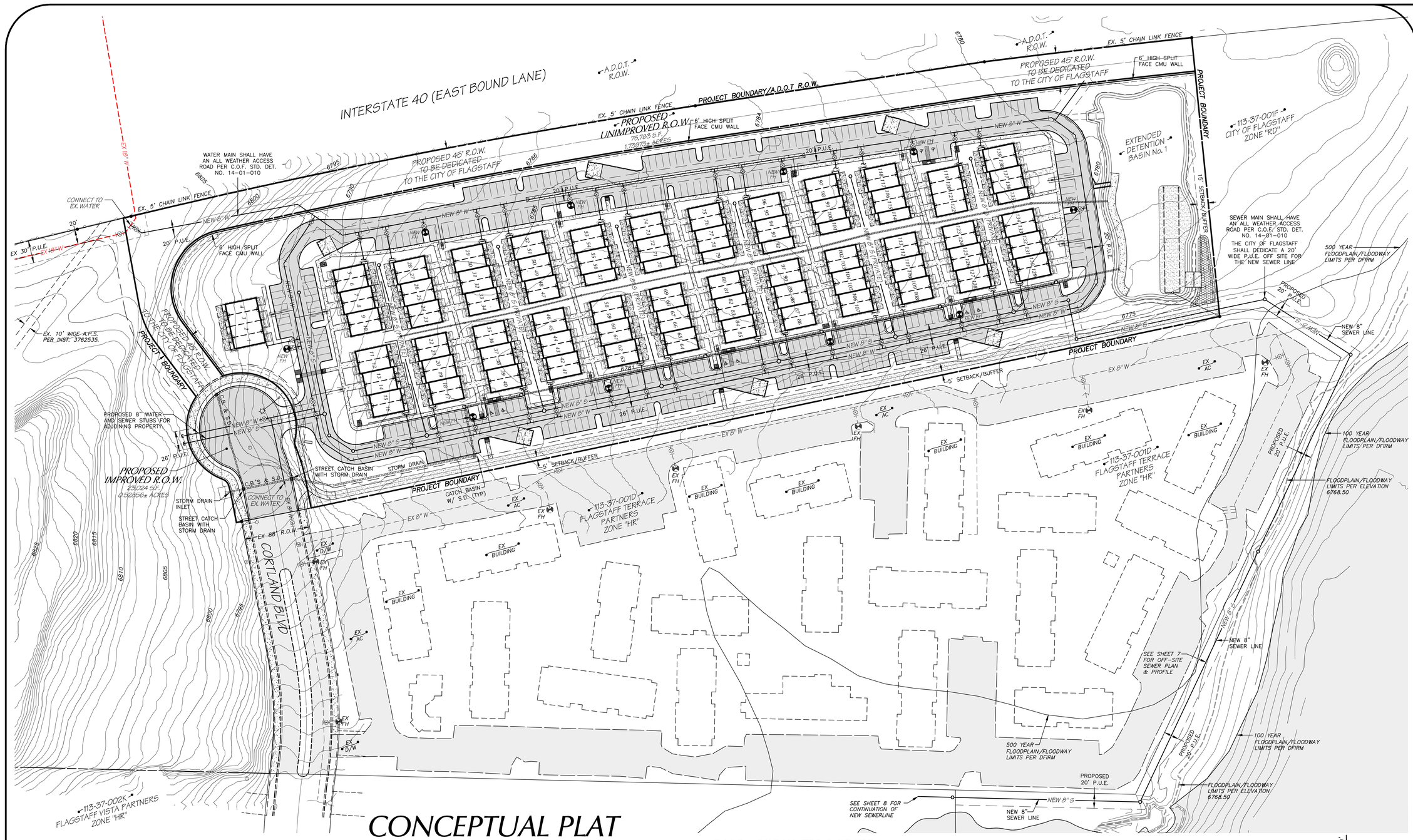
LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

11/23/21
THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PRELIMINARY GRADING & DRAINAGE
MES# 20356

Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer CERTIFICATE NO. 29312 ROBERT D. BEGLEY Date Signed 11/23/21 ARIZONA U.S.A.

DATE: 11/23/21
DESIGNED BY: MME
DRAWN BY: MME
CHECKED BY: KVH/RDB
PROJECT NO. 20356
FN: SHEET-05.DWG
VERT SCALE: N/A
HOR SCALE: 1"=60'
REVISIONS:



CONCEPTUAL PLAT FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

P.U.E.'s FOR WATER & SEWER

EASEMENTS ARE NOT FULLY LABELED FOR CLARITY:
(2) UTILITY LINES = 26' WIDE P.U.E.
(1) UTILITY LINE = 20' WIDE P.U.E.
FIRE HYDRANT LINES = 6' WIDE P.U.E. EXTENDED 3' BEYOND F.H.
WATER METER = 6' WIDE P.U.E. EXTENDED 3' BEYOND W.M.

PUBLIC WATER & SEWER MAINS

ALL NEW 8" WATER & SEWER MAINS SHALL BE PUBLIC.

WATER & SEWER SERVICES

ALL NEW SEWER SERVICES SHALL BE 4" MINIMUM AND ALL NEW WATER SERVICES SHALL BE A 1". FIRE SPRINKLER LINE SIZE SHALL BE DETERMINED.

FIRE PREVENTION

A NFPA 13R FIRE SPRINKLER SYSTEM IS REQUIRED FOR THIS PROJECT.

BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-03-001-0015

SHEET NO. 6 OF 11

CONCEPT-4

COF PROJECT # PZ-20-00183

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PROPOSED UNDERGROUND UTILITIES
11/23/21
MES# 20356

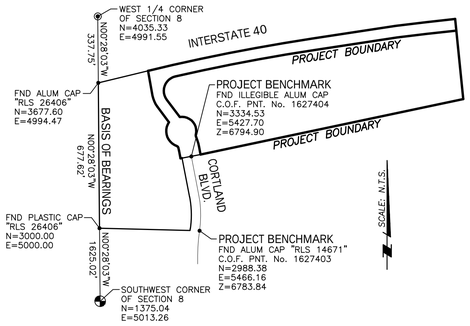
Mogollon Inc ENGINEERING & SURVEYING
411 N. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO.
29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

DATE: 11/23/21
DESIGNED BY: MNE
DRAWN BY: MNE
CHECKED BY: KVH/RDB

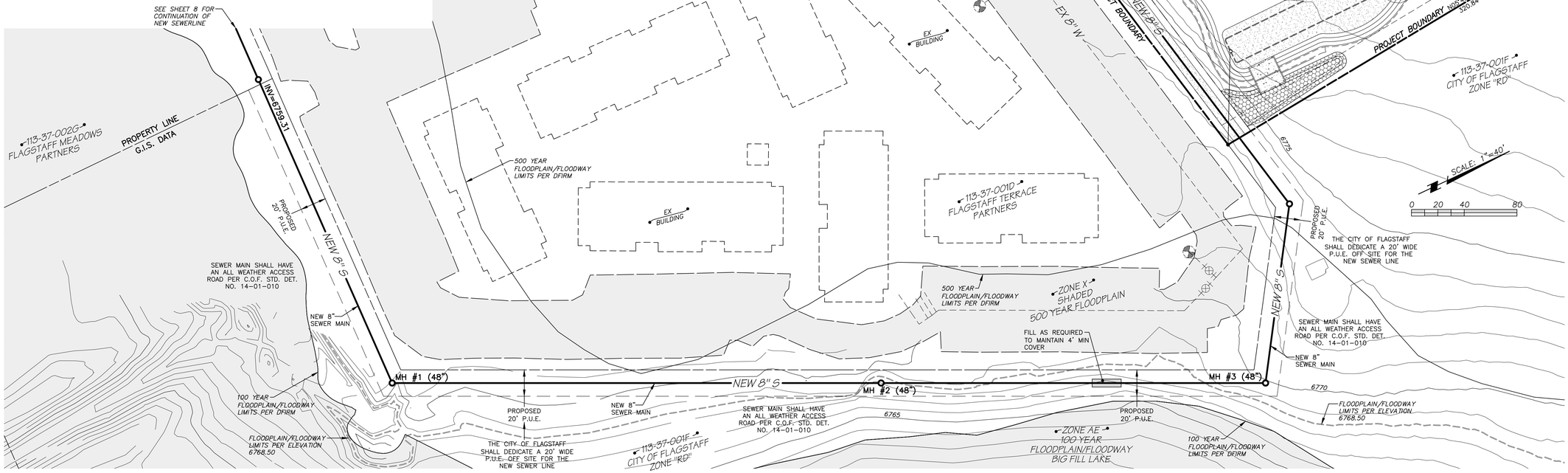
PROJECT NO. 20356
FN: SHEET-06.DWG
VERT SCALE: N/A
HOR SCALE: 1"=60'

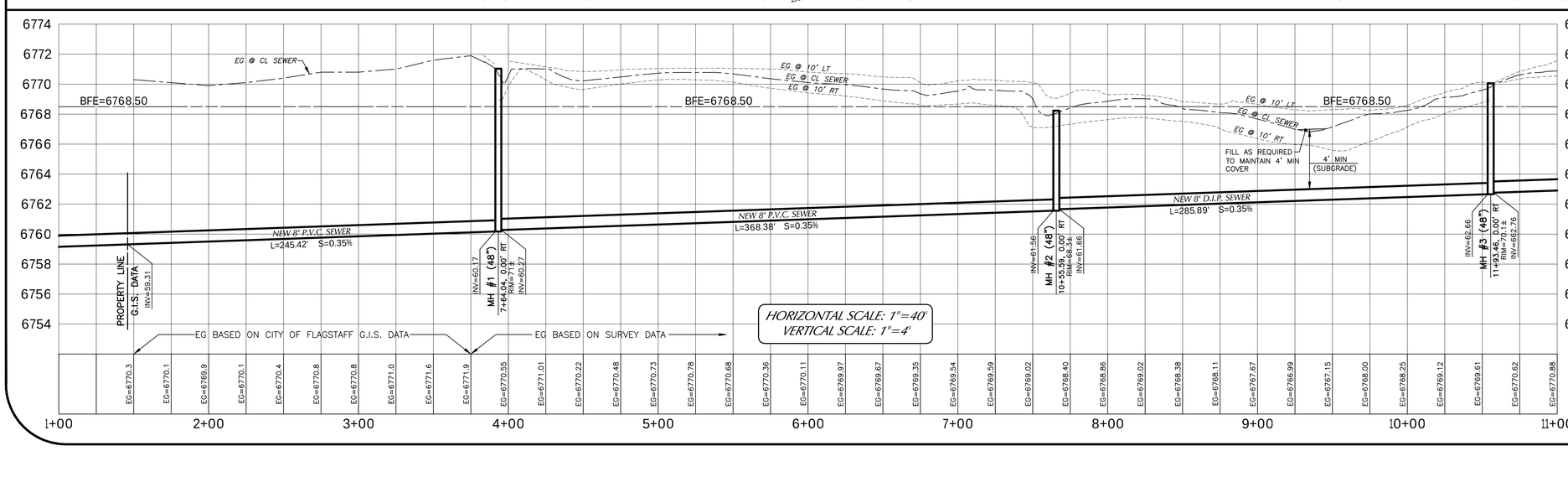
REVISIONS:



SURVEY CONTROL - BASIS OF BEARINGS & BENCHMARKS

N.T.S.





INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

CONCEPTUAL PLAT
FOR
THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

SHEET NO. 7 OF 11

CONCEPT-4

COF PROJECT # PZ-20-00183

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PROPOSED OFF-SITE SEWER (NORTH)
11/23/21
MES# 20356

Mogollon Inc
ENGINEERING &SURVEYING
411 N. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO.
29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

DATE: 11/23/21
DESIGNED BY: MKE
DRAWN BY: MKE
CHECKED BY: KVH/RDB
PROJECT NO. 20356
FN: SHEET-07.DWG
VERT. SCALE: 1"=4'
HOR. SCALE: 1"=40'
REVISIONS

CONCEPTUAL PLAT
FOR
THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

SCALE: 1"=60'

0 30 60 120

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SHEET NO. 8 OF 11

CONCEPT-4

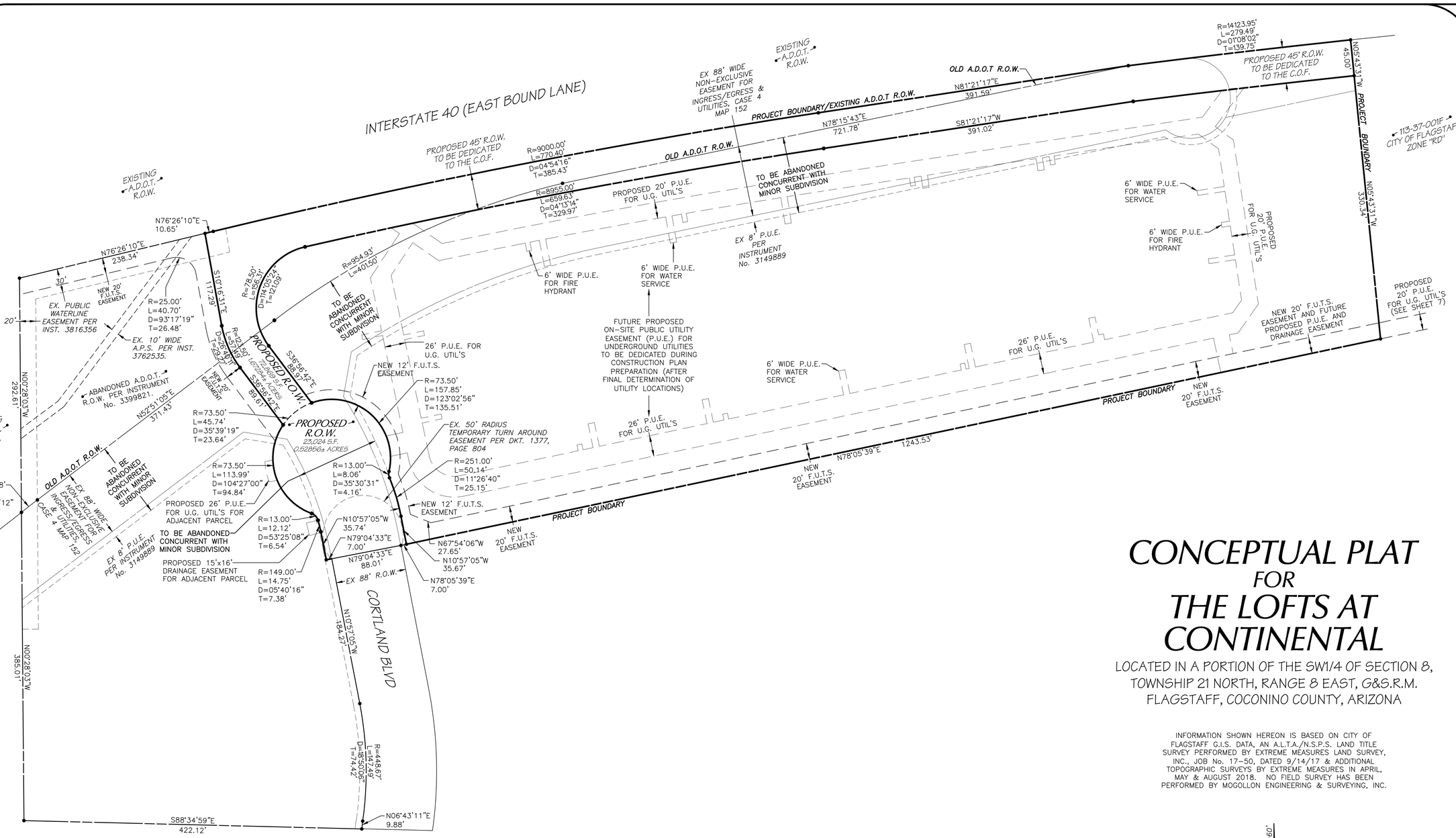
COF PROJECT # PZ-20-00183

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PROPOSED OFF-SITE SEWER (SOUTH)
11/23/21
MES# 20356

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO. 29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

DATE: 11/23/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MME | FN: SHEET-08.DWG | VERT SCALE: 1"=4'
DRAWN BY: MME | HOR SCALE: 1"=60'
CHECKED BY: KVH/RDB



CONCEPTUAL PLAT
FOR
THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SCALE: 1"=60'

0 30 60 120

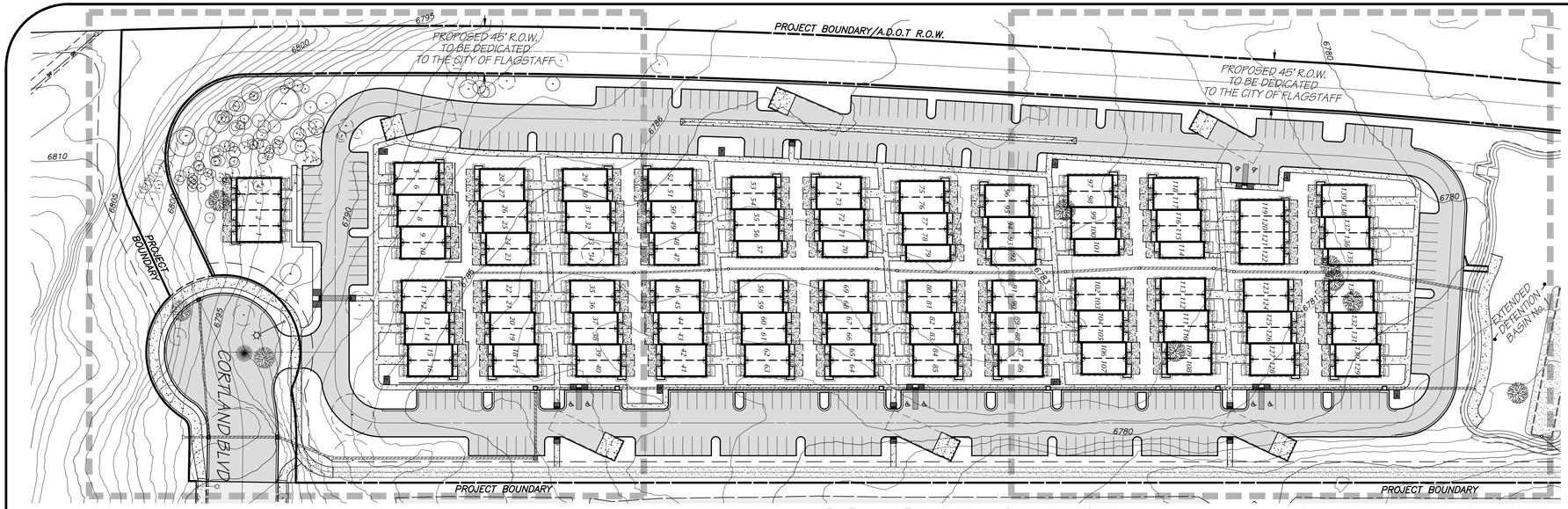
Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO. 29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PROPOSED EASEMENTS & ABANDONMENTS

11/23/21
MES# 20356

DATE: 11/23/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MME | FN: SHEET-04.DWG | VERT SCALE: N/A
DRAWN BY: MME | HOR SCALE: 1"=60'
CHECKED BY: KVH/RDB



SCALE: 1"=60'

0 30 60 120

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SEE ENLARGEMENT BELOW FOR THE WESTERLY PORTION OF THE PROJECT

SEE ENLARGEMENT BELOW FOR THE EASTERLY PORTION OF THE PROJECT

CONCEPTUAL PLAT FOR THE LOFTS AT CONTINENTAL

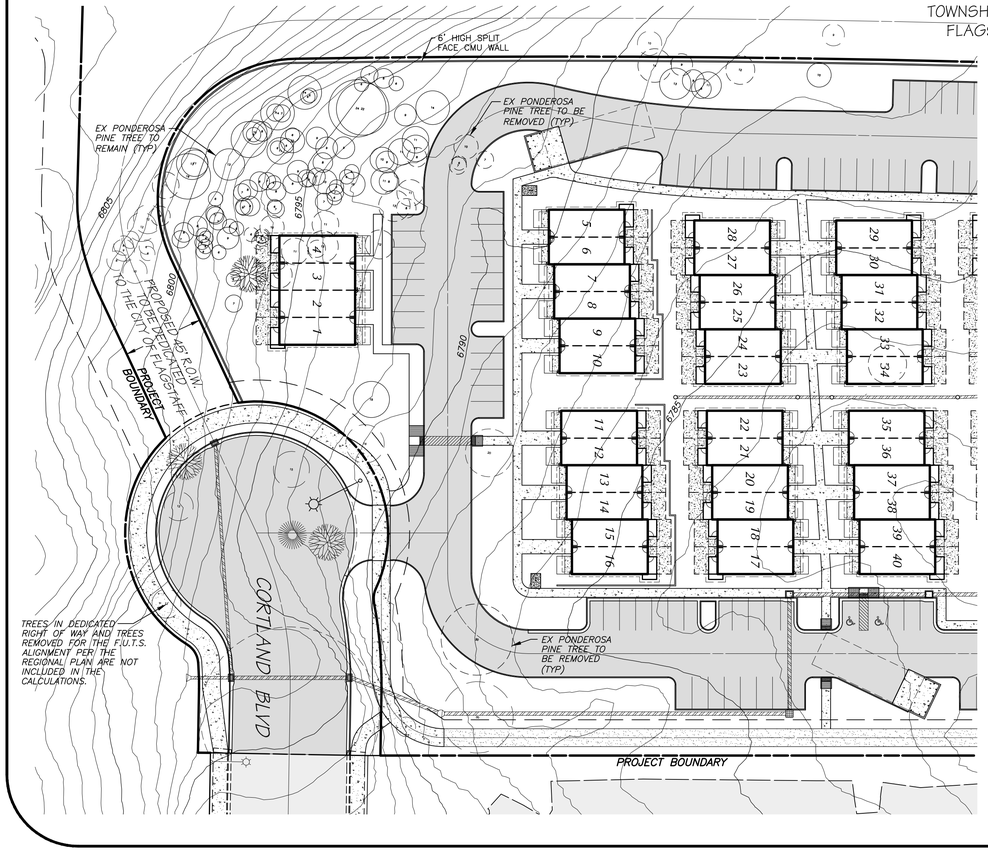
LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

URBAN / RURAL FLOODPLAIN

THERE IS NO RURAL OR URBAN FLOOD PLAIN LOCATED ON THIS SITE

PRELIMINARY LANDSCAPE CALCULATIONS

STREET BUFFER:	227 L.F / 25 = 9 P.U.
PERIPHERAL BUFFER:	3,136 L.F. / 25 = 125 P.U.
BUILDING FOUNDATION 4 PLEX:	482 L.F. / 25 = 19 P.U.
BUILDING FOUNDATION 5 PLEX:	1,995 L.F. / 25 = 80 P.U.
BUILDING FOUNDATION 6 PLEX:	5,200 L.F. / 25 = 208 P.U.
PARKING:	230 / (5 / 2) = 73 P.U.
TOTAL PLANT UNITS (P.U.):	514 P.U.
PLANT UNIT:	1 TREE, 2 SRUBS & 2 GROUNDCOVER
NUMBER OF TREES REQUIRED:	514
NUMBER OF SHRUBS REQUIRED:	1,028
NUMBER OF GROUNDCOVERS REQUIRED:	1,028



TREES IN DEDICATED RIGHT OF WAY AND TREES REMOVED FOR THE F.U.T.S. ALIGNMENT PER THE REGIONAL PLAN ARE NOT INCLUDED IN THE CALCULATIONS.

SCALE: 1"=40'

0 20 40 80

THERE ARE NO RESOURCES TO BE PROTECTED IN THE MIDDLE OF THE SITE

RESOURCE PROTECTION

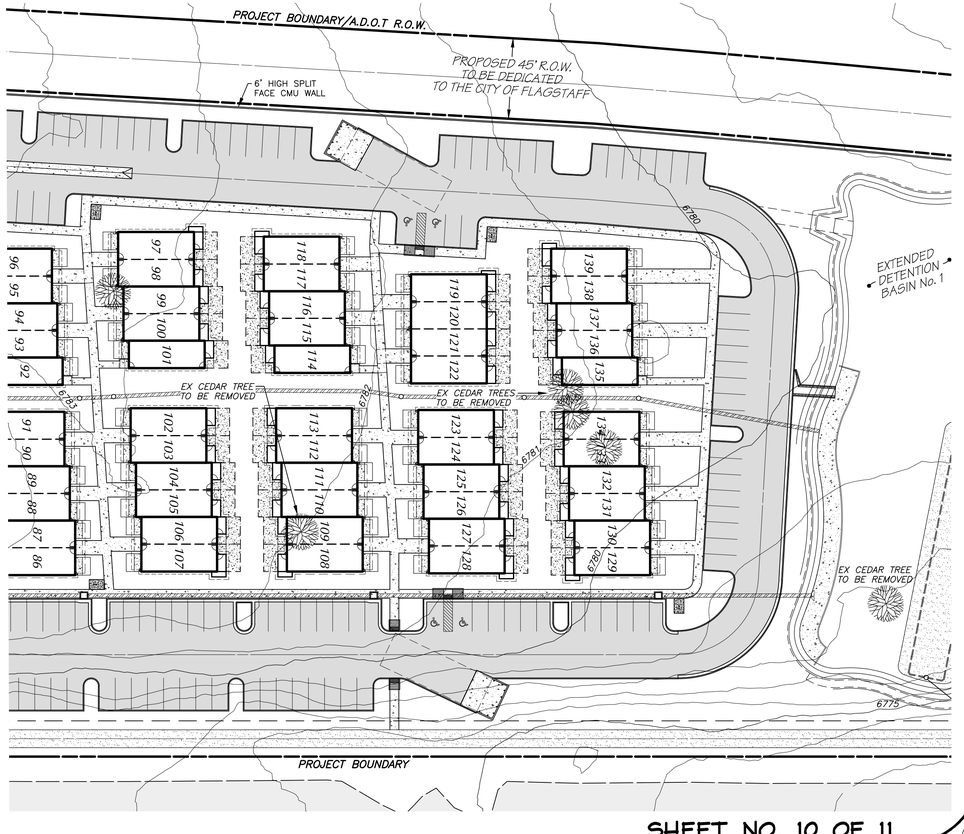
PRE DEVELOPMENT TREE POINTS

1 POINT TREES	67	x 1	=	67
2 POINT TREES	30	x 2	=	60
4 POINT TREES	12	x 4	=	48
8 POINT TREES	4	x 8	=	32
20 POINT TREES	1	x 20	=	20
TOTAL TREE POINTS			=	227
50% OF TOTAL			=	114

POST DEVELOPMENT TREE POINTS

1 POINT TREES	55	x 1	=	55
2 POINT TREES	20	x 2	=	40
4 POINT TREES	8	x 4	=	32
8 POINT TREES	3	x 8	=	24
20 POINT TREES	0	x 20	=	0
TOTAL TREE POINTS			=	151
TREE SAVE PERCENTAGE			=	66.2%

THERE ARE NO SLOPES OVER 17% LOCATED ON THIS SITE

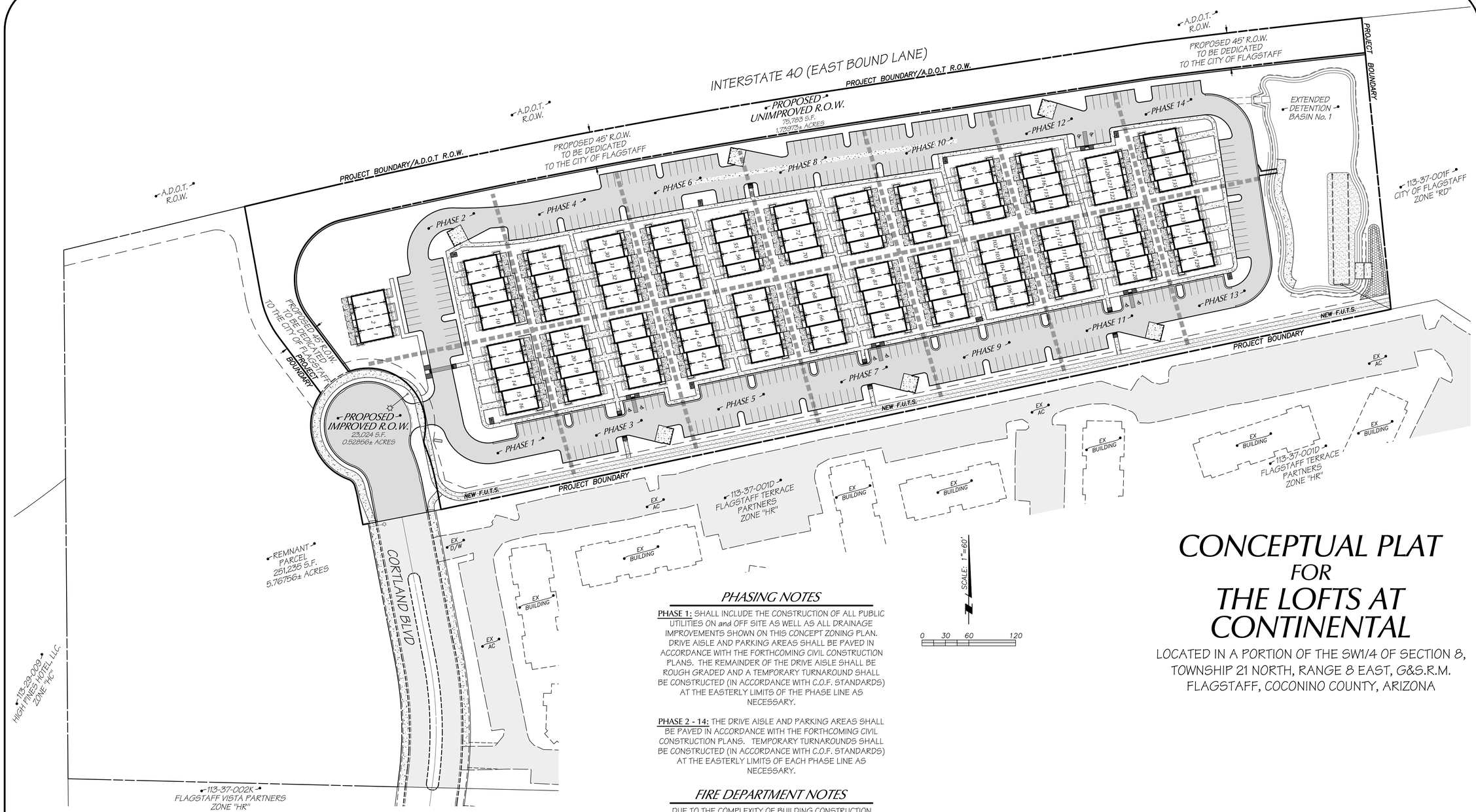


Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer (Civil) CERTIFICATE NO. 29312 ROBERT D. BEGLEY Date Signed 11/23/21 ARIZONA U.S.A.

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
RESOURCE PROTECTION PLAN & PRELIM LANDSCAPE PLAN MES# 20356
11/23/21

DATE: 11/23/21
DESIGNED BY: MWE
DRAWN BY: MWE
CHECKED BY: KVM/RDB
PROJECT NO: 20356
FN: SHEET-10.DWG
VERT SCALE: N/A
HOR SCALE: 1"=40'&60'
REVISIONS



PHASING NOTES

PHASE 1: SHALL INCLUDE THE CONSTRUCTION OF ALL PUBLIC UTILITIES ON and OFF SITE AS WELL AS ALL DRAINAGE IMPROVEMENTS SHOWN ON THIS CONCEPT ZONING PLAN. DRIVE AISLE AND PARKING AREAS SHALL BE PAVED IN ACCORDANCE WITH THE FORTHCOMING CIVIL CONSTRUCTION PLANS. THE REMAINDER OF THE DRIVE AISLE SHALL BE ROUGH GRADED AND A TEMPORARY TURNAROUND SHALL BE CONSTRUCTED (IN ACCORDANCE WITH C.O.F. STANDARDS) AT THE EASTERLY LIMITS OF THE PHASE LINE AS NECESSARY.

PHASE 2 - 14: THE DRIVE AISLE AND PARKING AREAS SHALL BE PAVED IN ACCORDANCE WITH THE FORTHCOMING CIVIL CONSTRUCTION PLANS. TEMPORARY TURNAROUNDS SHALL BE CONSTRUCTED (IN ACCORDANCE WITH C.O.F. STANDARDS) AT THE EASTERLY LIMITS OF EACH PHASE LINE AS NECESSARY.

FIRE DEPARTMENT NOTES

DUE TO THE COMPLEXITY OF BUILDING CONSTRUCTION PHASING, THE FIRE DEPARTMENT WILL REQUIRE A MEETING WITH THE CITY OF FLAGSTAFF BUILDING DEPT., FIRE DEPT., ENGINEERING DEPT. AND THE PLANNING DEPT. PRIOR TO COMMENCEMENT OF BUILDING CONSTRUCTION ACTIVITIES. AT A MINIMUM THE FIRE DEPARTMENT WILL REQUIRE THE FOLLOWING:

1: WATER SUPPLY WILL BE REQUIRED AS FOR PHASES PRIOR TO COMBUSTIBLES BEING MOVED INTO THE PHASE FOR STORAGE OF ANY OTHER USE.

2: FULL ROADWAY AND PARKING AREAS WILL NEED TO BE COMPLETED FOR EACH INDIVIDUAL PHASE.

3: TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED TO AS AN ALL-WEATHER SURFACE CAPABLE OF SUPPORTING 80,000 GVW. MINIMUM INSIDE TURNING RADIUS SHALL BE 35' AND OUTSIDE TURNING RADIUS SHALL BE A MINIMUM OF 55'

CONCEPTUAL PLAT FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer CERTIFICATE NO. 29312 ROBERT D. BEGLEY Date Signed 11/23/21 ARIZONA U.S.A.

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PRELIMINARY PHASING PLAN
11/23/21
MES# 20356

DATE: 11/23/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MKE | FN: SHEET-11.DWG
DRAWN BY: MKE | VERT SCALE: N/A
CHECKED BY: KVH/RDB | HOR SCALE: 1"=60'

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of the parcel described in Instrument 3695021, Coconino County Records (CCR), situate in section 8, Township 21 North, Range 8 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the northeasterly corner of said parcel which is a point on the south line of Interstate 40;

Thence South 05°43'31" East along the east line of said parcel a distance 375.13 feet to the southeast corner of said parcel;

Thence South 78°05'39" West along the south line of said parcel a distance of 1,250.52 feet to a point on the east line of Cortland Blvd.;

Thence South 79°04'33" West along the north line of Cortland Blvd. a distance of 88.01 feet;

Thence continue South 79°04'33" West a distance of 7.00 feet;

Thence North 10°57'05" West a distance of 35.74 feet to a point which is the beginning of a curve concave to the west and having a radius of 149.00 feet;

Thence northwesterly along said curve a distance of 14.75 feet through a central angle of 05°40'16" to the beginning of a compound curve concave to the west having a radius of 13.00 feet;

Thence northwesterly along said curve a distance of 12.12 feet through a central angle of 53°25'08" to the beginning of a reverse curve concave to the east having a radius of 73.50 feet;

Thence northeasterly, northerly, and northwesterly along said curve a distance of 133.99 feet through a central angle of 104°27'00";

Thence North 36°56'42" West a distance of 89.61 feet to a point which is the beginning of a curve, concave to the east having a radius of 123.50 feet;

Thence northwesterly, north, and northeasterly along said curve a distance of 57.49 feet through a central angle of 26°40'11";

Thence North 10°16'31" West a distance of 117.29 feet to a point on the south line of Interstate 40;

Thence North 76°26'10" East along the south line of Interstate 40 a distance of 10.65 feet to a point which is the beginning of a non-tangent curve, concave to the south and having a radius of 9,000.00 feet and to which beginning a radial line bears North 12°32'20 West;

Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 770.40 feet through a central angle of 04°54'16";

Thence North 81°21'17" East along the south line of Interstate 40 a distance of 391.59 feet to a point which is the beginning of a non-tangent curve, concave to the south and having a radius of 14,123.95 feet and to which beginning a radial line bears North 07°09'02" West;

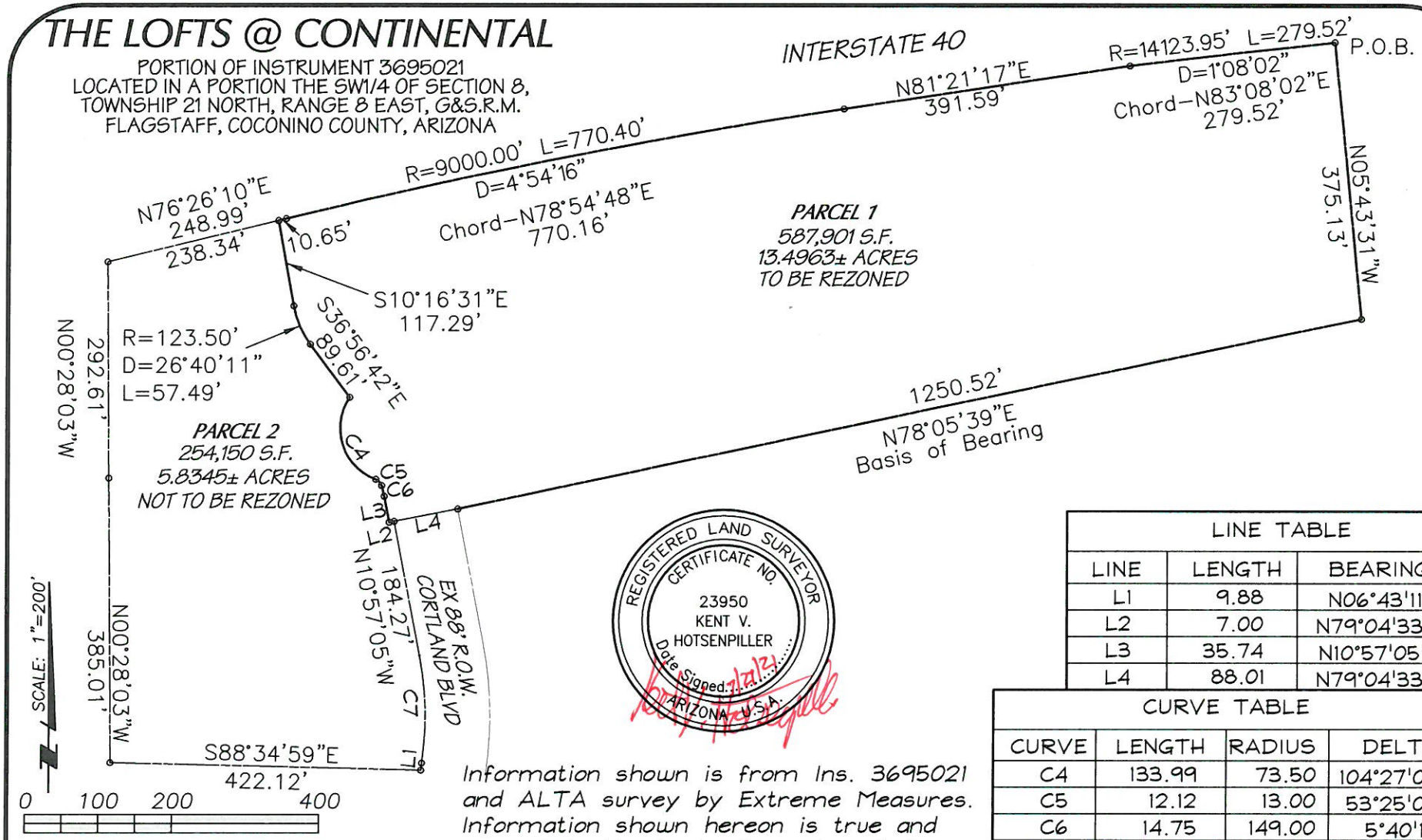
Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 279.56 feet through a central angle of 01°08'03" to the **True Point of Beginning**;

Said parcel contains 587,901 sq. ft. or 13.4963 acres of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.

Parcel to be Rezoned to HR

THE LOFTS @ CONTINENTAL

PORTION OF INSTRUMENT 3695021
LOCATED IN A PORTION THE SW1/4 OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed: 7/27/21
ARIZONA U.S.A.

Information shown is from Ins. 3695021 and ALTA survey by Extreme Measures. Information shown hereon is true and correct to the best of my knowledge.

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.88	N06°43'11"E
L2	7.00	N79°04'33"E
L3	35.74	N10°57'05"W
L4	88.01	N79°04'33"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C4	133.99	73.50	104°27'00"
C5	12.12	13.00	53°25'08"
C6	14.75	149.00	5°40'16"
C7	147.49	448.67	18°50'06"

HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 20356
DATE: 7/26/21

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollon99@aol.com

EXHIBIT B
REZONING LEGAL DESCRIPTION
LOFTS @ CONTINENTAL

Return to:

City Clerk
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

DEVELOPMENT AGREEMENT

The Lofts at Continental

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into by and between the City of Flagstaff, an Arizona municipal corporation ("**City**"), Mongini & Selna Childrens Irrevocable Living Trust (the "**Owner**") and Miramonte Holdings, LLC, an Arizona limited liability company ("**Developer**"). City and Developer are referred to in this Agreement collectively as the "**Parties**" or individually as a "**Party**."

RECITALS

A. Mongini & Selna Childrens Irrevocable Living Trust (the "Owner") owns that certain real property located at 5531 E Cortland Boulevard, in Flagstaff, Arizona, designated as Coconino County Assessor Parcel Number 113-37-001E, which consists of approximately 19.26 acres. Developer is under contract to acquire a portion of the real property and develop approximately 11.22 acres legal described in Exhibit A and depicted on Exhibits B and B-1(the "**Property**"). Developer is authorized by the current owner of the Property to make the commitments described herein.

B. It is the desire and current intention of the Developer to construct a 139-unit multi-family residential community on the Property ("**Project**"). Developer proposes to amend the City of Flagstaff's Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zoning designation for the Property to High Density Residential (HR). Developer seeks an Authorization to Rezone with a Concept Zoning Plan, under Section 10-20.50.040(D) of the Flagstaff Zoning Code. Upon approval of the rezoning by City, Developer will acquire the Property, proceed with site plan approval, and seek to develop and construct the Project.

C. Arizona Revised Statutes Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in the municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use rules, regulation, and official policies, permitted land uses, density and intensity of land use, phasing of the development and duration of the development agreement, and development fees.

D. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density, and intensity of such land uses, as depicted in the concept zoning plan for the Project (the **"Concept Plan"),** a copy of which is attached as **Exhibit D**, and as set forth in this Agreement and as conditioned by Ordinance No. _____.

E. In addition, the Parties desire to promote strategies and goals set forth in City's November 2018 Climate Action and Adaptation Plan.

F. In addition, the Parties desire to respond to City's December 2020 "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by providing 139 additional housing units for residents of the city of Flagstaff.

G. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City, and result in planning, safety and other benefits to the city of Flagstaff and its residents.

H. Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to Developer by providing assurances to Developer that it will have the ability to develop the Property within the city of Flagstaff pursuant to this Agreement, under the zoning described in Recital B above, and in accordance with the Concept Plan.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and the representations and mutual promises contained in this Agreement, the Parties agree as follows:

1. Incorporation of Recitals and Exhibits

1.1. Recitals and Exhibits. The recitals above, and any exhibit referenced or attached hereto, are incorporated into this Agreement.

2. Definitions

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 Certificate of Occupancy: An official authorization to occupy a structure as issued by the Community Development Director. Flagstaff Zoning Code 10-80.20.030.

2.2 City: The City of Flagstaff, an Arizona municipal corporation.

2.3 Concept Plan: A generalized plan that conceptually illustrates a development proposal, including the identification of proposed land uses, land use intensity, circulation, and open space/sensitive areas. The relationship of the proposed development to existing surrounding development and uses should also be reflected. Flagstaff Zoning Code 10-80.20.30.

2.4 Developer: Miramonte Holdings, LLC, an Arizona limited liability company and or its affiliates, assignees, or successors-in-interest.

2.5 FUTS (Flagstaff Urban Trail System): A city-wide network of non-motorized, shared-use pathways that are used by bicyclists, walkers, hikers, runners, and other users for both recreation and transportation. Flagstaff Zoning Code 10-80.20.070.

2.6 HERS (Home Energy Rating System): A scoring system established by the Residential Energy Services Network (RESNET) in which a home built to the specifications of the HERS Reference Home (based on the 2006 International Energy Conservation Code) scores a HERS Index of 100 while a net zero energy home scores a HERS Index of 0. The lower a home's HERS Index, the more energy-efficient it is. Flagstaff Zoning Code 10-80.20.080.

2.7 LED (Light Emitting Diode): A semiconductor device that emits light when an electric current flows through it.

2.8 Low VOC (Volatile Organic Compounds): Low VOC refers to volatile organic compounds that are not harmful to the environment or humans.

2.9 Project: A 139-unit multi-family residential community located at 5531 E. Cortland Boulevard, Flagstaff, Arizona 86004 and shown on the Concept Plan attached hereto as Exhibit D.

2.10 Property: A portion of the property located at 5531 E. Cortland Boulevard, Flagstaff, AZ. 86004, Assessor Parcel Number 113-37-001E, approximately 11.22 acres legal described in Exhibit A and depicted on Exhibits B and B-1.

2.11 Owner: Owner means, any current or future owner of the Property.

3. Entitlements

3.1. Requested Zoning. Developer intends to develop the Property for use as a high-density multifamily residential community with a maximum of 139 dwelling units in conformance with the Flagstaff Regional Plan 2030. The Property is currently zoned Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD). Developer is concurrently requesting a rezone of the Property to High Density Residential (HR).

3.2. Conditions of Zoning Map Amendment. Developer agrees to be subject to all the terms, conditions, and stipulations of the rezoning ordinance for PZ-20-00183 (Ordinance No. _____), including any approved development standards, engineering, or other modification(s). In addition to the provisions for reversion set forth in Ordinance No. _____ and the Flagstaff City Code, Developer's failure to obtain a building permit for the entirety of the Project within two years of the effective date of the rezoning ordinance shall entitle City, in its sole discretion, to conduct a public hearing for the purpose of reverting zoning on the Property to its former zoning classifications, in accordance with Arizona Revised Statutes § 9-462.01.

3.3. Subdivision Plat. Following the zoning map amendment approval, Owner will record a subdivision plat to create the Property subject to the zoning map amendment allowing for acquisition by the Developer. The final subdivision plat will abandon an existing 88-foot wide

easement for ingress, egress and utilities granted to the City of Flagstaff as set forth in the deeds recorded in the office of Coconino County Recorder Instrument Nos., 3149889, 3149890, and in Case 4 Map 152 as well the abandonment of an adjacent 8' PUE as shown in Case 4 Map 152; dedicate an unimproved 45-foot wide public right-of-way to the City of Flagstaff in fee simple which the City may use for future access to a regional park facility; as well as create a remainder parcel within the Highway Commercial (HC) Zone not subject to the zoning map amendment approval or this Agreement.

4. Development Plan

4.1. Project Description. The Project contemplated by this Agreement shall consist of a multi-family housing development consisting of a maximum of 139 rental units (12.38 units per acre) on the Property as set forth in the Concept Plan. There will be a total of 25 buildings. The project will include, 30 one-bedroom units, 79 two-bedroom units, and 30 three-bedroom units. Two-bedroom/two-bedroom combination units may be replaced with a three-bedroom/one bedroom combination and not affect minimum parking requirements. Fourteen of the rental units will be permanently affordable in accordance with Division 10-30.20 of the Flagstaff Zoning Ordinance (30-year term) and subject to the Affordability Plan, described in **Section 5.5** below and attached as **Exhibit C**. Developer may request amendments to the Concept Plan or the eventual site plan in accordance with the Flagstaff Zoning Code and accordance with Ordinance No._____ Notwithstanding the foregoing, the unit mix within the Project may be modified no more than ten percent without City approval. The Project will include the following amenities and benefits:

4.1.1 Project Amenities:
A dog park will be included for residents to meet and allow their dogs to play in a safe and controlled area and will include benches, and a ramada. Each unit will have a covered patio and a storage unit.

4.1.2 Open Space/Common Area. The Project shall include not less than 1.68 acres of common open space. The project has been designed to preserve the greatest number of existing trees on the site, the stand of ponderosa pine trees that is in the northwest portion of the site will remain. This will help to maintain the animal community and will increase the overall value of the project.

A FUTS will be constructed abutting the new cul-de-sac continuing along the southern property line and terminating at the eastern property line, providing direct access to over 70 acres of City owned property **Sections 4.1.3, 5.1.5 and 5.2.2.**

4.1.3 Civic Space. The Project shall include not less than 0.56 acres of civic space. Developer may satisfy this requirement through the extension of the concrete FUTS trail, **Sections 4.1.2, 5.1.5 and 5.2.2.**

4.1.4 Recycling. Developer will provide recycling collection facilities at all solid waste enclosures within the Project which will include signage on City approved recycling materials. All units will include double heavy duty hidden waste baskets in the kitchen cabinets to promote recycling. Property managers

will include educational materials to residents at move in on what can and cannot be recycled. Residents will also be provided with information on local valet services for recycling and composting and how they can learn more about ways to recycle by contacting the City of Flagstaff Sustainability Program at 928-213-2152 or sustainability@flagstaffaz.gov.

4.1.5 Prohibition on Short Term Rentals. No lease or rental agreement shall be for a period of less than sixty (60) days.

4.1.6 Bicycle Storage and Amenities. Developer will provide bicycle parking facilities for 24 bicycles 16 uncovered and 8 covered.

4.1.7 Department of Energy / Environmental Protection Agency. All units will be ENERGY STAR certified and documentation will be provided prior to certificate of occupancy. Low- VOC and formaldehyde free materials will be used for the carpet, cabinets, and paint. The units will include energy recovery ventilators for air quality and engineered HVAC to ensure efficiency. HERS scores will be below 58. Units shall achieve the Department of Energy ENERGY STAR certification for multifamily new construction verified by a third-party verification professional and Environmental Protection Agency and Indoor airPLUS label through verification by a certified home energy rater using the Indoor airPLUS Verification Checklist. All appliances except for the furnaces will be electric.

4.1.8 Landscaping. The Project will provide native drought tolerant plants as identified in the Landscaping Plan approved by the City of Flagstaff and will be planted in compliance with the City of Flagstaff Landscaping Standards Section 10-50.60. Rainwater harvesting will be utilized by collecting roof runoff in gutters and downspouts to passively irrigate At-Grade landscaping. The added plants will help with runoff, provide clean air into the environment, and provide natural habitat for insects, pollinators, birds, and small animals.

4.1.9 Butterfly Nectar Plants. The Project will provide butterfly nectar plants as shown on the Landscape Plan in support of the Mayor's Monarch Pledge. This approximately 1,900 square foot area will be located at the entrance of the development for the residents to enjoy. No chemicals or pesticides will be used to maintain the garden.

4.1.10 Electric Vehicle (EV) Parking. The Project will provide four parking spaces with EV ready outlets per the requirements of the Flagstaff City Code, Title 4 Building Regulations, and two EV charging stations

4.1.11 Development Standards. Unless otherwise modified by this Agreement, the development of the Property shall be governed by City's ordinances, rules, guidelines, and policies in existence as of the Effective Date of this Agreement controlling permitted uses of the Property, the density and intensity of uses, the maximum height and size of the buildings within the Property, and the standards for off-site and on-site public improvements.

5. **Developer Obligations**

5.1.1 Construction of Public, Private and Other Related Improvements. Prior to issuance of public improvement permits for any phase or component of the Project, Developer shall provide security, in a form satisfactory to the City as set forth in the City's Zoning Code, that public and other related improvements will be constructed in accordance with approved plans. Developer shall, at its own expense, construct or cause to be constructed all public and private improvements as required by City's code or ordinances and this Agreement, and in accordance with approved specifications. Following construction of the described public improvements, and dedication of the same to City, City shall assume, at its expense, and in accordance with City policies, the maintenance and repair of all public improvements to be constructed. Developer agrees that the construction of the public and other related improvements will coincide with the development of the Project.

Specifically, the scope and nature of the on-site and off-site improvement to be constructed in connection with the Project are as follows:

5.1.2 General Off-site Roadway Improvements: Developer will construct a cul-de-sac at the end Cortland Boulevard per City standards, Standard Detail 10-04-010 City of Flagstaff Engineering Standards.

5.1.3 Traffic. In accordance with the Project's Traffic Impact Statement submitted to City prepared by CivTech dated May 20, 2021, traffic from the completed Project will have a minimal effect on existing conditions in the surrounding area and no mitigation measures are warranted or recommended.

5.1.4 Adjacent Right-of-Way Landscaping Maintenance. All landscaping and irrigation in adjacent right-of-way areas, including parkways, shall be maintained by the Developer or assignee(s).

5.1.5 Flagstaff Urban Trail System. Developer shall construct a concrete FUTS FUTS trail within the Property according to the City of Flagstaff Engineering Standards Section 14-01-010 Flagstaff Urban Trails System Details as it concerns width, drainage, lighting, landscaping, and all other necessary requirements, as generally depicted on the Concept Plan. FUTS access pathways shall not be gated or otherwise obstructed and shall be open to the general public at all times. Developer agrees that the construction of the trail system will coincide with the development of the Property. Developer will dedicate a public easement to facilitate the FUTS as set forth in **Section 5.2.2**. The City shall maintain the FUTS and shall have the right of reasonable access to the easement for maintenance, repair, or reconstruction of the Trail.

5.1.6 Infrastructure Improvements: Developer shall construct all public and private improvements required to support the Project. Developer shall design and install water and sewer mains and services within the project site per the City of Flagstaff's Engineering and Design and Construction standards.

5.1.7 Off-site Water and Sewer Improvement Requirements.

Sewer: Developer shall be responsible to construct offsite sewer improvements as shown in the Water and Sewer Impact Analysis for the Lofts at Continental dated April 30, 2021 (the "WSIA"). Developer will upsize an existing 8" downstream sewer main to a 10" sewer main and construct a sewer line on the City of Flagstaff parcel, APN 113-37-001F to connect to a future sewer stub located on parcel 113-37-002F. Developer will secure the necessary public utility easements across the private property and from the City of Flagstaff for the project. In the case that the sewer has not been upsized on APN 113-37-002F, and therefore the future sewer stub has not been constructed, the Developer shall construct a 10" sewer main to manhole 23-087 as shown on the civil site plan for Cortland Apartments sealed May 2, 2019.

Water: There is an 8" PVC water line in the right-of-way of Cortland Boulevard. The onsite system will loop the property and connect to a newly installed 18" waterline that crosses I-40.

The water and sewer improvements must be completed and accepted by the City prior to the issuance of the first Certificate of Occupancy for the Project. The improvements shall be designed and built-in accordance with the City Engineering Standards and ADEQ requirements.

5.1.8 Stormwater. Developer shall meet all City of Flagstaff storm water, pre versus post retention, peak flow mitigation, Low Impact Development, and rainwater harvesting requirements per the approved drainage report and drainage impact analysis dated 3/29/2021 and Concept Plan. The Parties agree that no off-site infrastructure improvements are required other than to serve the Project.

5.2 Public Easements.

5.2.1 Utility and Drainage. Public utility and drainage easements must be identified on the construction plans and dedicated prior to the approval of civil plans. Dimensions for these easements must be in accordance with City requirements.

5.2.2 FUTS Trail. As part of the development of the Property and to facilitate the expansion of FUTS, Developer will dedicate a 20-foot wide FUTS easement to the City as part of the required subdivision plat for the Property described in **Section 5.1.5.**

5.2.3 Sewer, Waterlines, Ingress and Egress Access Easement Reservation Abandonment. City and Developer shall execute and record an abandonment of an existing 20-foot-wide reservation of easement for sewer, waterline, ingress and egress over, under, and across APN 113-37-001F per deeds recorded in the Office of the Coconino County Recorder Instrument Nos. 3149889, and 3149890, on the form attached as **Exhibit E**.

5.3 Materials Management. Developer agrees to incorporate infrastructure to support residents' recycling activities on-site, including the provision of adequate space to locate recycling receptacles next to receptacles dedicated for trash. During construction, Developer will have a written solid waste program that includes a plan for recycling or reuse of paper, cardboard, plastics, and metals; recycling or reuse of lumber scraps; and diversion of masonry, cementitious and possibly gypsum material from the landfill. To the extent feasible, Developer will reuse native materials on-site. To ensure compliance with this section Developer agrees to work with the City and allow City access to the Project site as needed (including during construction).

5.4 Rental and Management Policies. Developer will adhere to the following policies in the rental and management of the rental units:

- No lease or rental agreement, direct or indirect sublease, assignment, or transfer of obligations of a tenant shall be for a period of less than 60 days.
- All lease or rental agreements shall include an eviction addendum prohibiting illegal, nuisance and dangerous conditions and activity.
- Developer will implement and maintain, City's Crime-Free Multi-Housing Program, if one is in place, including having a Crime Free Multi Housing Plan approved by the City Police Department, prior to receiving a certificate of occupancy.
- Developer will provide annual training to property management for the purposes of managing, operating, and maintaining the Project in accordance with the provisions of this Section.

5.5 Affordable Housing.

5.5.1 Plan Details. Developer shall provide ten percent (10%) of the overall unit count (based on the Concept Plan, 14 of 139 units) (the "**Affordable Units**") as income-restricted rental units for households earning, on average, up to eighty percent (80%) of the Area Median Income ("**AMI**"), as defined by the United States Department of Housing and Urban Development ("**HUD**"), or its successors, with no single household exceeding one hundred percent (100%) of AMI. Additional eligibility criteria and other requirements pertaining to this affordability program are set forth in the Affordability Plan attached as **Exhibit C**. The Affordability Plan may be modified by and between the City's Housing Director and Owner without further Council action or need to formally amend this Agreement. Affordable Units must remain affordable as described above and subject to

the Affordability Plan for thirty years (30) following the Project's certificate of occupancy.

6 **City Obligations**

6.2 City Water and Sewer Easement Reservation. City agrees to reserve a non-exclusive 20-foot wide strip of land for City water and sewer purposes on APN parcel 113-37-001F using the form of reservation with accompanying legal description attached as **Exhibit F** to allow the Developer to make the required sewer upgrades as described in this agreement. Developer is responsible for obtaining all other easements necessary to complete the work on private property.

6.1 Abandon Easement. The City of Flagstaff agrees to abandon an existing 88-foot-wide easement for ingress, egress and utilities as set forth in the deeds recorded in the office of Coconino County Recorder Instrument Nos. 3149889 and 3149890 and in Case 4 Map 152, as well as the abandonment of an adjacent 8' PUE as shown in Case 4 Map 152with the agreement to construct the concrete FUTS described above in Section 5. And dedication of an unimproved 45-foot-wide public right-of-way to the City of Flagstaff in fee simple for future access to a regional park facility and any other use as deemed appropriate by the City of Flagstaff with the recordation of the final subdivision plat as noted in **Section 3.3**.

7 **Termination of Real Estate Exchange Agreement**. The parties have completed all terms and agreement of the real estate exchange agreement dated May 22, 2002, except for provisions 15 and 18. The parties agree that these provisions are no longer necessary and required to complete the exchange. Provision 16 and 17 have been terminated through the abandonment of easements by both parties as described herein. The parties agree to execute the Termination of Real Estate Exchange Agreement attached as **Exhibit G.**

8 **Default and Remedies**

8.1 Events Constituting Default. A Party is in default if such Party breaches an obligation required of the Party under this Agreement and such breach continues for a period of thirty days after written notice thereof from the Party not in default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period following written notice, then in that case the default may be cured if the Party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within ninety days of the written notice.

8.2 Developer's Remedies. Subject to the provisions of **Section 8.4**, in the event that City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in **Section 8.1**, then, in that event, in addition to all other legal and equitable remedies which Developer may have, Developer may terminate this Agreement by written notice delivered to City.

8.3 City's Remedies. Subject to the provisions of **Section 8.4**, in the event that Developer is in default under this Agreement, and Developer thereafter fails to cure any such default within the time period described in **Section 8.1**, then, in that event, in addition to all other legal and equitable remedies which City may have, City may terminate this Agreement by written notice delivered to Developer.

8.4 Dispute Resolution. In the event there is a dispute hereunder that the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five-day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to commercial property development. Each Party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is sought under the Arizona Rules of Civil Procedure.

8.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Developer shall have no further rights to develop the Property pursuant to this Agreement.

8.6 No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of City or Developer, as applicable, under the terms of this Agreement.

8.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by Developer.

9 General Provisions.

9.1 Action in Furtherance of Agreement. Each Party, promptly upon the request of the other, will take such further actions and will execute, acknowledge and deliver to the other any and all additional instruments as may be necessary or proper to carry out

the purpose and intent of this Agreement.

9.2 Amendments. This Agreement may be amended or cancelled in whole or in part at any time by written amendment executed by the Parties or by their successors in interest. All amendments to this Agreement must be recorded in the Official Records of Coconino County, Arizona, within ten days following execution, as required by A.R.S. § 9- 500.05(D).

9.3 Assignment; Successors. The provisions of this Agreement shall inure to the benefit and be binding upon any successors and assigns of the Parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

9.3.1 Assignment by Developer in connection with obtaining financing and the exercise of lender remedies with respect thereto;

9.3.2 Assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by City; however, if Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, City's prior approval shall not be required; or

9.3.3 Assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity, which is controlled by, under common control with, or which controls Developer, or which is owned or controlled by a principal of Developer.

With the exceptions noted above, Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without City's consent (provided that City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by City.

9.4 Attorney's Fees and Costs. If legal action by any Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

9.5 Authority to Sign. The person executing this Agreement on behalf of Developer warrants and represents that they have the authority to execute this Agreement on behalf of Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Parties, and that this Agreement is fully binding on such Parties.

9.6 Choice of Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

9.7 Compliance with All Laws. Developer will comply with all applicable Federal, State, County and City laws, ordinances and regulations.

9.8 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which will constitute one and the same agreement.

9.10 Covenants Run with the Land. The covenants and agreements contained in this Agreement are mutual covenants and also constitute conditions to the subsequent or concurrent performance of the Party benefitted thereby. All covenants shall be covenants running with the land and shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.11 Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty years from such date.

9.12 Estoppel Certificate; Financing. Developer may request of City's Manager by providing written notice, and City's Manager shall, within sixty calendar days of such request, respond in writing to Developer certifying, if such be true, (a) this Agreement is in full force and effect; and (b) there are not, to City's knowledge, any uncured defaults on the part of Developer, or specifying such defaults if they are claimed.

9.13 General Plan Compliance. This Agreement ensures that all development on the Property shall be consistent with City's General Plan recommendation for the Property as required by A.R.S. § 9-500.05(B).

9.14 Integration. This Agreement, together with Ordinance No. _____, constitutes the entire agreement among the Parties and shall not be changed or added to except in the manner provided herein. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, other than those specifically incorporated in this Agreement, are superseded by this Agreement. This Agreement and Ordinance No. _____ are to be interpreted *in para materia*. To the extent of any discrepancy or inconsistency, Ordinance No. _____ shall Control.

9.15 No Obligation to Develop. Except as specifically set forth in this Agreement, there shall be no obligation for Developer to construct the Project.

9.16 No Partnership; No Agency. It is specifically understood and agreed by and among the Parties that the development of the Project on the Property is a private development, that no Party is acting as the agent of any other Party in any respect, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The Parties acknowledge and agree that this Agreement does not create a partnership, joint venture, or similar entity, and that no such partnership, joint venture, or similar entity has been created by City and Developer.

9.17 No Third-Party Beneficiaries. No person or entity other than a Party to this Agreement or legal representative, successor in interest, or assign of such party shall be entitled to rely on this Agreement or the performance of any Party. This Agreement is not made for the benefit of any person or entity not a Party.

9.18 Notices. Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:	To Developer:
City Manager City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001	Miramonte Holdings, LLC 102 S. Mike's Pike Flagstaff, AZ 86001
Copy to:	
City Attorney City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001	Aspey, Watkins & Diesel, PLLC 123 N. San Francisco St., Suite 300 Flagstaff, AZ 86001

9.19 Recording of Agreement. In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the Official Records of Coconino County no later than ten days from the date of its execution.

9.20 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

9.21 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.22 Time is of the Essence. For the purposes of enforcing the provisions of this Agreement, time is of the essence.

9.23 Waiver. No waiver by any Party to this Agreement of a breach of any of the terms, covenants, conditions of this Agreement shall be construed or be held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition of this Agreement.

10 Waiver of Claim for Diminution in Value

10.1 Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of City's existing land use laws and including Ordinance No. _____ regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of City's existing land use laws, including Ordinance No. _____, upon the Property.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has executed this Agreement, and City has caused this Agreement to be executed by its duly authorized representatives.

City of Flagstaff	**Miramonte Holdings, LLC**
_____	_____
Paul Deasy, Mayor	By Chris Kemmerly, Member
Date_____	Date_____

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Coconino)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Chris Kemmerly, personally known to me or shown by satisfactory evidence to be the person whose signature appears above and acknowledged to me that he signed the foregoing document for the purposes therein contained. IN WITNESS WHEREOF, I have set my hand and official seal.

_____
Notary Public

Seal:

Exhibit A
Property Legal Description

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of the parcel described in Instrument 3695021, Coconino County Records (CCR), situate in section 8, Township 21 North, Range 8 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the southeast corner of said parcel:

Thence North 05°43'31" West along the east line of said parcel a distance of 330.34 feet o a point which is the beginning of a non-tangent curve concave to the south and to which point a radial line bears North 06°03'39" West having a radius of 14,078.95 feet;

Thence westerly along said curve a distance of 277.81 feet through a central angle of 01°07'50";

Thence South 81°21'17" West a distance of 391.02 feet to a point which is the beginning of a non-tangent curve concave to the south and to which point a radial line bears North 08°38'04" West having a radius of 8955.00 feet;

Thence westerly along said curve a distance of 659.63 feet through a central angle of 04°13'14" to a point which is the beginning of a compound curve concave to the southeast and having a radius of 78.50 feet;

Thence southerly along said curve a distance of 156.31 feet through a central angle of 114°05'24";

Thence South 36°56'42" East a distance of 88.97 feet to a point which is the beginning of a non-tangent curve concave to the west and to which a radial line bears North 19°56'10" West and having a radius of 73.50 feet;

Thence easterly and southerly along said curve a distance of 157.85 feet through a central angle of 123°02'56" to the beginning of a reverse curve concave to the east sand having a radius of 13.00 feet;

Thence southerly along said curve a distance of 8.06 feet through a central angle of 35°30'31" to the beginning of a reverse curve concave to the west and having a radius of 251.00 feet;

Thence southerly along said curve a distance of 50.14 feet through a central angle of 11°26'40";

Thence South 10°57'05" East a distance of 35.67 feet to a point an the south line of said parcel;

Mogollon Engineering and Surveying, Inc.
411 W Santa Fe Ave. Flagstaff, AZ 86001-mogollon99@aol.com- 928-214-0214

Thence North 78°05'39" East along the south line of said parcel a distance of 1243.53 feet to the **True Point of Beginning.**

Said parcel contains 11.22874 acres of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.

Parcel C

Exhibit B
Property Legal Description Exhibit

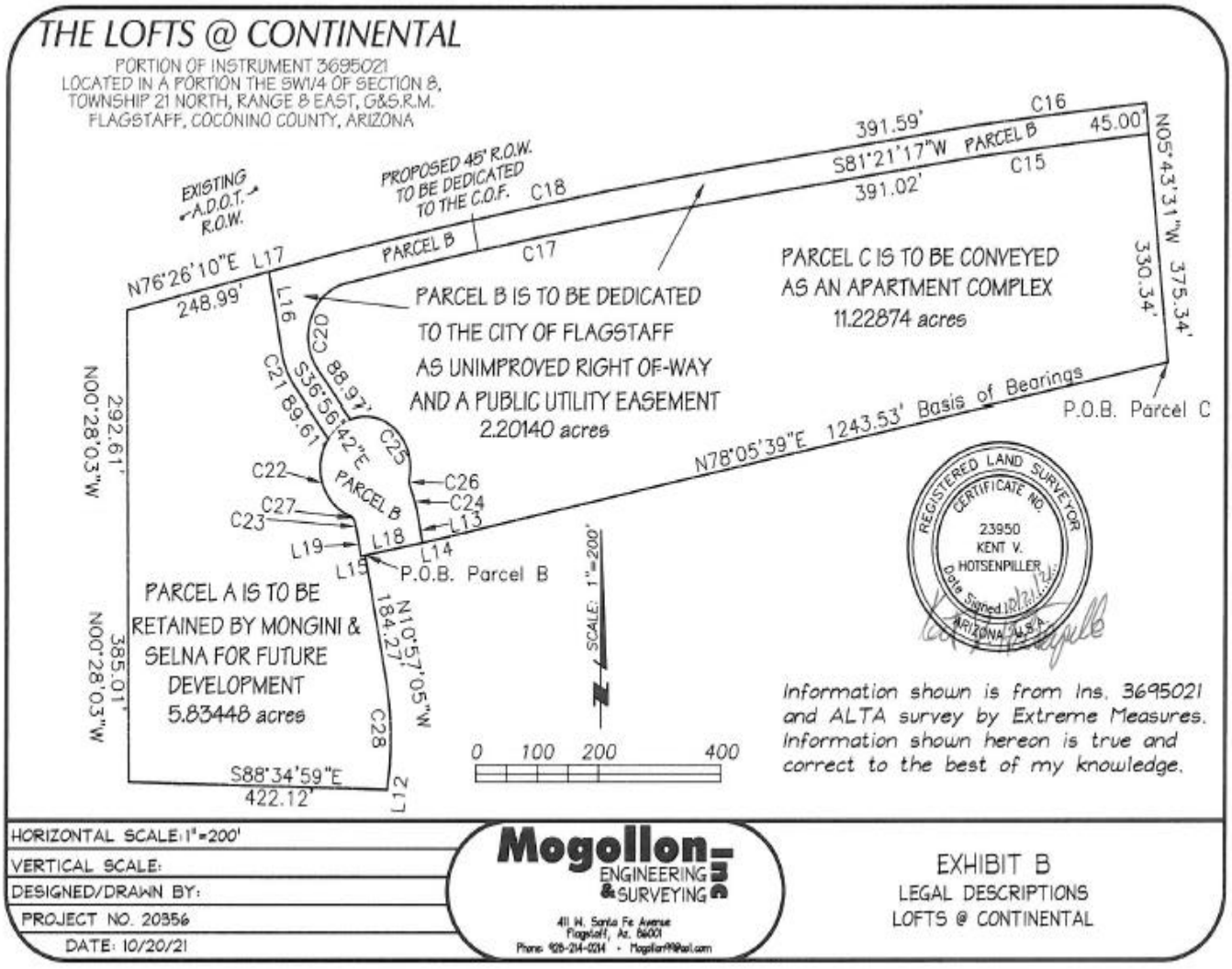


Exhibit B-1
Property Legal Description Exhibit

THE LOFTS @ CONTINENTAL

PORTION OF INSTRUMENT 3695021
LOCATED IN A PORTION THE SW1/4 OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

Parcel Line Table		
Line #	Length	Direction
L12	9.88	N6° 43' 11"E
L14	7.00	N78° 05' 39"E
L18	88.00	N79° 04' 33"E
L13	35.67	N10° 57' 05"W
L15	7.00	N79° 04' 33"E
L17	10.65	N76° 26' 10"E
L16	117.29	S10° 16' 31"E
L19	35.74	N10° 57' 05"W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed
ARIZONA U.S.A.

Curve Table			
Curve #	Length	Radius	Delta
C15	277.81'	14078.95'	1°07'50"
C16	279.53'	14123.95'	1°08'02"
C17	659.63'	8955.00'	4°13'14"
C18	770.40'	9000.00'	4°54'16"
C20	156.31'	78.50'	114°05'24"
C21	57.49'	123.50'	26°40'12"
C22	133.99'	73.50'	104°27'00"
C23	14.75'	149.00'	5°40'16"
C24	50.14'	251.00'	11°26'40"
C25	157.85'	73.50'	123°02'56"
C26	8.06'	13.00'	35°30'31"
C27	12.12'	13.00'	53°25'08"
C28	147.49'	448.67'	18°50'06"

HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 20356
DATE: 10/19/21

Mogollon ENGINEERING & SURVEYING
411 N. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollon99@aol.com

EXHIBIT B-1
LEGAL DESCRIPTION
LOFTS @ CONTINENTAL

Exhibit C
Affordability Plan

This Affordability Plan is referenced in the Development Agreement between Developer and the City of Flagstaff, approved by Council through Ordinance No. _____. This document may be modified by and between the City's Housing Director and property Owner without further council action or need to amend the Development Agreement. The Development is comprised of up to 139 multi-family units, of which 10% (i.e., 14 units) will be designated as rent restricted for the Affordable Housing Program (the "**Program**"). This document serves to detail the requirements set forth in **Section 5.5**, and is referred to as **Exhibit C**, in the Development Agreement. The Program will be run by the chosen property management company and overseen by the City of Flagstaff Housing Section.

Program Details

- 14 of the 139 units will be designated as affordable
- The affordable unit mix is as follows:

Unit Mix		
Unit Size	Designated Affordable	Total in Project
One bedroom	3	30
Two bedroom	8	79
Three bedroom	3	30

- Applicants who initially qualify for an affordable unit shall earn an income no greater than 80% of the Area Median Income (AMI), refer to Attachment A for the 2021 Flagstaff Income Limits.
- The maximum monthly rental price will be implemented according to the affordable rent limits in Attachment B. The rent limits are provided by City staff annually by _____ date and account for different unit sizes and varying income levels (30% - 80% AMI). Developer will use rent limits provided by the City for leases commencing thirty (30) days after receipt. In the event that market rate rents are lower than the rent limits provided, the tenant shall be charged market rate rent. Developer agrees at all times to maintain 14 affordable units.
- Management shall refer to the local utility allowances provided in Attachment C and deduct the allowance from the base rent. City staff will work with the property management company before certificates of occupancy are issued to calculate the utility allowance based on unit size and utility services onsite.
  Affordable units will be managed by the property management company and overseen by the City of Flagstaff Housing Section. Biannual reports must be submitted to Housing staff, refer to Reporting Requirements below. Lease terms shall be no less than 60 days.

Eligibility Requirements

Applicants who qualify for an affordable unit shall earn an income no greater than 80% AMI. Developer will collect reasonable financial information from tenants to confirm eligibility. When

a question arises about a tenant's eligibility, management shall reference the "Qualifying Residents" section of the Arizona Department of Housing's Section 42 Low Income Housing Tax Credit (LIHTC) Compliance Manual for further eligibility criteria. Typically, full time students who are claimed as dependents on a guardian's taxes do not qualify for affordable units, however, management shall refer to the Compliance Manual for exceptions. Management shall refer to the procedures below for recertification and screening procedures, which differ from the LIHTC Compliance Manual. The parties acknowledge this Project is not a LIHTC project subject to the rules and regulation of that program. The LIHTC manual and forms referred to in this Agreement are for the convenience of the parties. Neither Developer nor Owner is subject to LIHTC reporting requirements or other requirements of the LIHTC program.

Recertification. Annual income recertification shall occur at lease renewal. Notice of recertification for affordable units will be required within 120 days prior to lease expiration. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by management in accordance with building codes and based on unit availability. At lease renewal, if the household income of an existing tenant exceeds 100% AMI, the tenant no longer qualifies for the unit and will be required to sign a new lease at market rate pricing or may choose to vacate the unit. Allowing long-time tenants, the opportunity to earn more over time while remaining in the affordable units shall be offset with lower incomes on new leases. Additionally, at lease renewal, if market rate rental pricing is lower than the provided rent limits, the tenant shall be charged market rate rent and will no longer be considered to occupy an affordable unit.

Screening Process. Program applicants will be subject to the same background screening process as all other applicants at the property. Unsatisfactory results from the screening process may lead to denial. Screening criteria shall comply with all state and federal laws.

Location of Units & Lease Up Period

Commencing at issuance of a Certificate of Occupancy the affordable units shall be scattered throughout the development to the extent feasible, however, the location of each unit does not have to be fixed. "Floating" units are permitted based on applicant requests and unit availability. Additionally, it is acceptable if the initial unit mix identified in this document shifts slightly over time based on demand and availability. The initial lease up period for all affordable units shall be one year from the date of Certificate of Occupancy for each building.

Reporting Requirements

A property management company will determine applicant eligibility and oversee administration of the affordable units. The City of Flagstaff Housing Section will monitor the performance of the property management company through a reporting process biannually and onsite file monitoring. The affordable unit report shall include the following information:

- Provide the unit number and size of all required affordable units (based on unit mix table)
- Name and household size of each affordable unit tenant
- Gross annual household income of all tenants residing in affordable units
- Monthly rental payment amount, including utility allowance deduction
- Proof that the required affordable unit count is maintained
    - Indicate which units are vacant

- Provide an up to date waiting list for affordable units and unit size requested

Advertising
If affordable units are available without a wait list, it is required that property management notify Coconino County's Continuum of Care organization of available affordable units. Current contact information for the Continuum of Care representatives can be provided by City of Flagstaff Housing staff. This notification is in addition to advertising available affordable units on the property's website and other rental listing websites, including www.SocialServe.com. This applies only, once the property manager has first contacted all applicants that may be on a waiting this. If afterwards affordable units remain, then the advertising requirements in this section shall apply.

Attachment A: Area Median Income Limits

2021 Area Median Income Limits for Flagstaff, AZ

Household size	30%	50%	60%	80%	100%
1	$16,150	$26,900	$32,280	$43,050	$53,800
2	$18,450	$30,750	$36,900	$49,200	$61,500
3	$21,960	$34,600	$41,520	$55,350	$69,200
4	$26,500	$38,400	$46,080	$61,450	$76,800
5	$31,040	$41,500	$49,800	$66,400	$83,000
6	$35,580	$44,550	$53,460	$71,300	$89,100
7	$40,120	$47,650	$57,180	$76,200	$95,300
8	$44,660	$50,700	$60,840	$81,150	$101,400

Income limits for all federal housing programs are determined by the US Department of Housing & Urban Development (HUD). The 30%, 50%, 80% and 100% AMI categories are provided annually by HUD. The 60% income category is provided by Arizona Department of Housing (ADOH). The City of Flagstaff will provide new income limits annually as they are made available.

Attachment B: Rent Limits

Rent Limits for 2021
(Based on 2021 AMI Income Limits)

Bedrooms (People)	Charts	60.00%	30.00%	40.00%	50.00%	70.00%	80.00%	90.00%	FMR
Efficiency (1.0)		807	403	538	672	941	1,076	1,210	1,026
1 Bedroom (2.0)		921	460	614	767	1,074	1,228	1,381	1,062
2 Bedrooms (3.0)		1,036	518	691	863	1,209	1,382	1,554	1,315
3 Bedrooms (4.0)		1,152	576	768	960	1,344	1,536	1,728	1,712
4 Bedrooms (5.0)		1,243	621	829	1,036	1,450	1,658	1,865	2,058
5 Bedrooms (6.0)		1,336	668	891	1,113	1,559	1,782	2,004	

Rent limits are available annually after the release of HUD's AMI limits. The City of Flagstaff will provide updated rent limits as they are available. The rent limits shown are considered the base rent payment, if utilities are included, that allowance is deducted from the numbers shown.

Attachment C: Utility Allowance Schedule

Utility Allowance Schedule
See Public Reporting and Instructions on back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

City of Flagstaff Housing Authority		**Apartment**					
Utility or Service	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**
Heating	Natural Gas	$19	$21	$26	$35	$42	$49
	Bottled Gas	$29	$32	$39	$50	$59	$69
	Electric	$39	$48	$87	$116	$155	$194
	Electric – Heat Pump						
	Fuel Oil						
	Other						
Cooking	Natural Gas	$2	$3	$5	$6	$10	$13
	Bottled Gas	$8	$9	$12	$13	$18	$22
	Electric	$5	$6	$10	$15	$20	$25
	Other						
Other Electric		$24	$27	$37	$51	$64	$78
Air Conditioning							
Water Heating	Natural Gas	$5	$6	$10	$13	$20	$25
	Bottled Gas	$12	$13	$18	$22	$31	$38
	Electric	$9	$15	$23	$35	$46	$58
	Fuel Oil						
Water & Sewer		$43	$54	$69	$105	$144	$179
Trash Collection		$20	$20	$20	$20	$20	$20
Other – specify							

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.	**Utility/Service/Appliance**	**Allowance**
Head of Household Name	Heating	
	Cooking	
	Other Electric	
	Air Conditioning	
Unit Address	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Other	
Number of Bedrooms		
	Total	

Exhibit D
Concept Plan

Exhibit E

Easement Abandonment

When Recorded Return To:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

ABANDONMENT OF
RESERVATION OF EASEMENT FOR SEWER AND WATERLINES

WHEREAS, M.T.N Investments, an Arizona limited partnership; Investments; Investments Unlimited, an Arizona limited partnership, and/or assigns; and G. M. Fratelli, an Arizona general partnership, and or assignee (collectively called "M.V.S."), reserved a twenty foot (20') wide easement for sewer and waterlines, together with a right of ingress and egress ("Reservation of Easement for Sewer and Waterlines") over, under and across real property that was deeded to the City of Flagstaff, an Arizona municipal corporation ("City"), in the ~~Warranty~~ Deeds recorded July 12, 2002 in the Coconino County Recorder's Office, Instrument Nos. 3149889, and 3149890;

WHEREAS, Miramonte Holdings, LLC, an Arizona limited liability company ("Miramonte"), as successor in interest to M.V.S., currently owns the Reservation of Easement for Sewer and Waterlines;

WHEREAS, Miramonte and the City have agreed to new development obligations all as set forth in the Development Agreement approved by City of Flagstaff Ordinance No. 2021-___;

NOW, therefore, Miramonte Holdings, LLC hereby abandons all its rights, title and interest to the Reservation of Easement for Sewer and Waterlines.

DATED this _____ day of _____, 2022.

MIRAMONTE HOLDINGS, LLC

_____

~~By:~~ By:

_____

~~Its:~~ Its:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

This instrument was acknowledged before me this _____ day of _____, 2022, by _____, being duly authorized in his capacity as the _____on behalf Miramonte Holdings, LLC, an Arizona limited liability company.

_____
Notary Public

My commission expires:

Attachment: Exhibit 1

~~S:\Legal\Forms\Real Estate Forms\Lofts Cortland Road Abandonment of 20 foot ezmt 10-11-21.docx~~

Exhibit F
Utility Easement

Exhibit G
Termination of Real Estate Exchange Agreement

The Lofts at Continental Concept Zoning Map Amendment

PZ-20-00183

5531 E Cortland Boulevard

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

The Lofts at Continental

Property

5531 E Cortland Boulevard
Portion of APN 113-37-001E

Proposed Use

Multi-family residential development consisting of 139 dwelling units

Request

1. Concept Zoning Map Amendment to rezone approximately 13.49 acres of a 19.26-acre parcel from the Highway Commercial (HC), Light Industrial-Open (LI-O) and Research and Development (RD) zones to the High Density Residential (HR) zone. The remaining 5.77 acres will remain in the Highway Commercial (HC) zone.

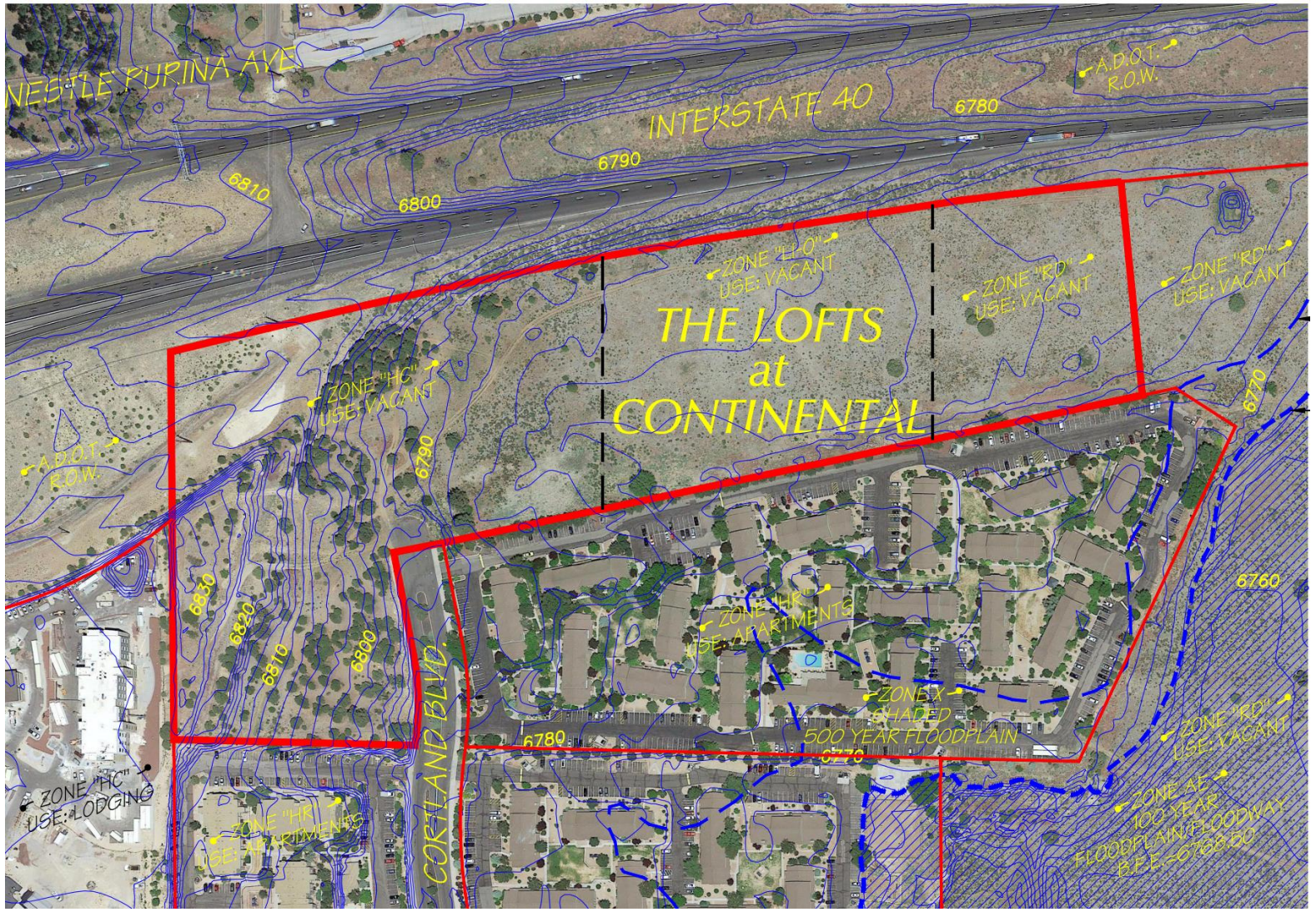
Property Context Map

North
Interstate I-40

West
Vacant and Commercial development zoned Highway Commercial (HC)

East
Vacant land owned by the City of Flagstaff Research and Development (RD) and Rural Residential (RR)

South
Multi-family residential development zoned High Density Residential (HR)

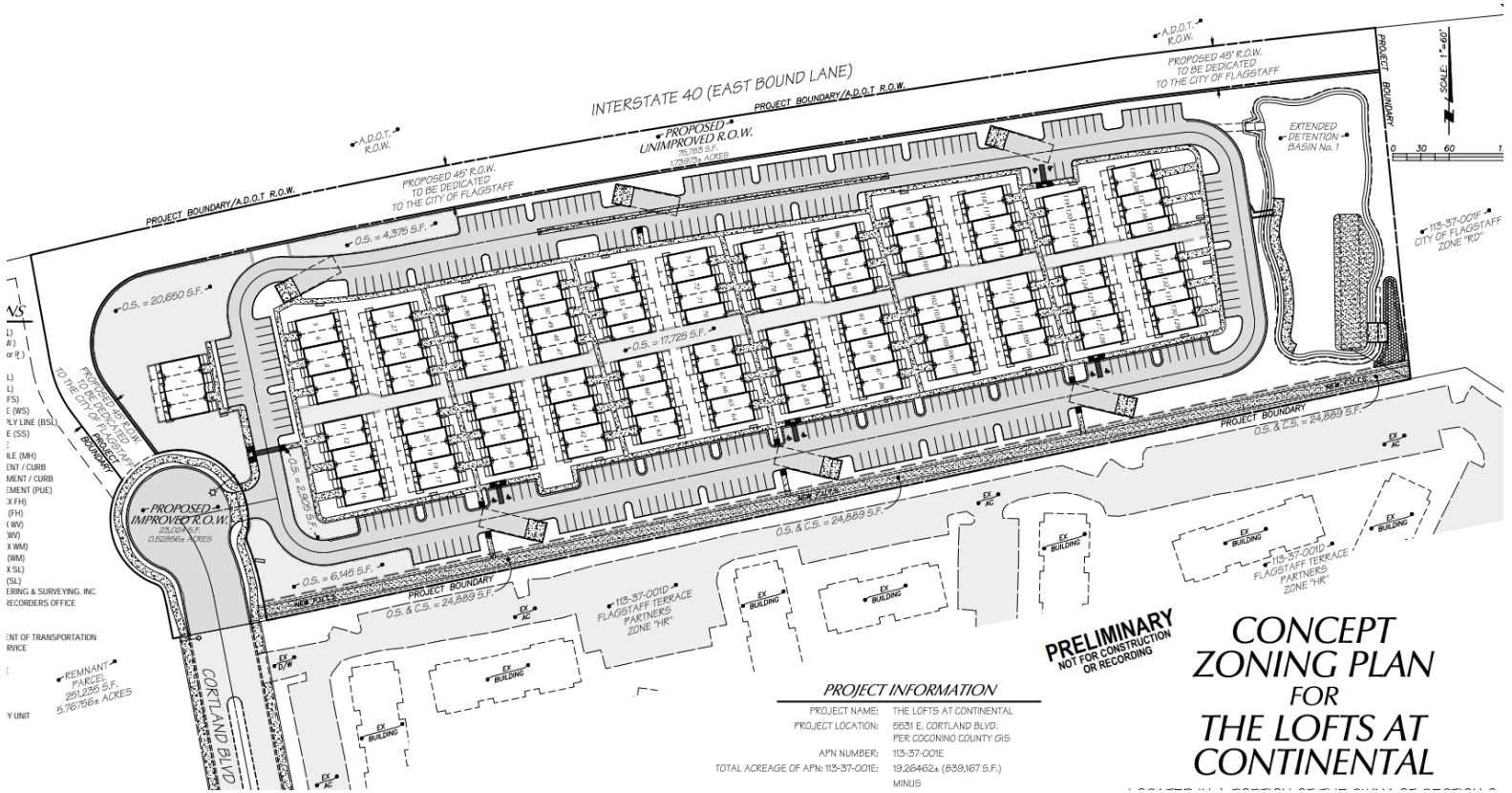


Types of Zoning Map Amendments

- Direct to Ordinance with a Site Plan
  - Requires applicant to submit fully developed site plans with all supporting information required for a site plan review.
  - Once a zoning map amendment is approved by Council, the project can proceed directly to construction plan review.
- Concept Zoning Plan
  - Process allows a concept plan and applicant to pursue site plan approval after the rezoning. This means staff has not reviewed building heights, landscape plans, outdoor lighting plans, signage or architectural design standards.

Lofts at Continental Concept Plan

- 139 units shown
  - 30 1 bed
  - 79 2 bed
  - 30 3 bed
- 1.69 acres Open Space
- 0.56 acres Civic Space
- 290 parking spaces



Parking Calculations

- Per the Flagstaff Zoning Code, Market Rate **Multi-Family** parking standards are based on the number of bedrooms contained in each dwelling unit.
- The required number of **parking spaces per dwelling unit** (P.S/D.U.) increases as the number of bedrooms per unit increase
- Each 1-bedroom unit requires 1.5 spaces. Each 2 and 3-bedroom unit requires 2.0 spaces.
- For all 2-bedroom and above units, 0.25 **guest spaces** are required
- **Bicycle parking** is also required. A new development must provide a minimum of 5% of the required number of vehicle parking spaces as bicycle parking.
- **ADA (accessible)** designed parking spaces are also required based on total number of vehicular spaces.

UNIT DESCRIPTION	NO. OF UNITS	SPACES PER UNIT	REQ PARKING
1 Bed	30	1.50	45.00
2 Bed	79	2.25	77.75
3 Bed	30	2.25	67.50
		Total	**290**

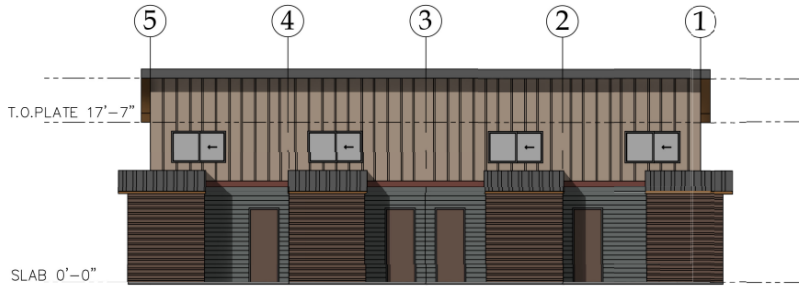
Proposed Building Elevations

Front Elevation

Scale 1/8" = 1'-0"

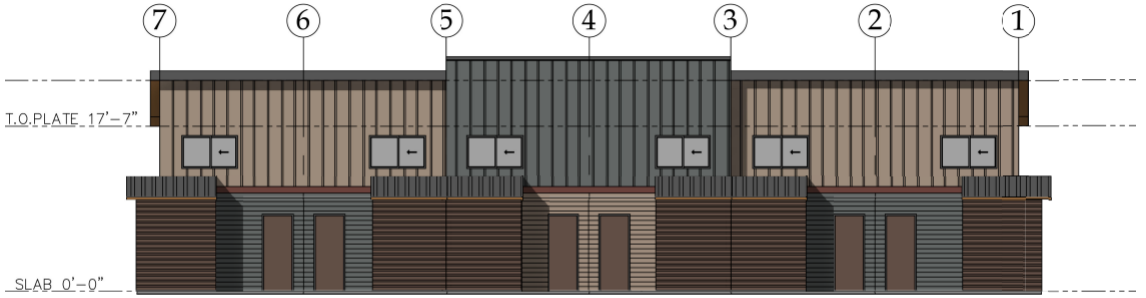
2 / A3.1 Front Elevation

Scale 1/8" = 1'-0"



.0 Back Elevation

Scale 1/8" = 1'-0"

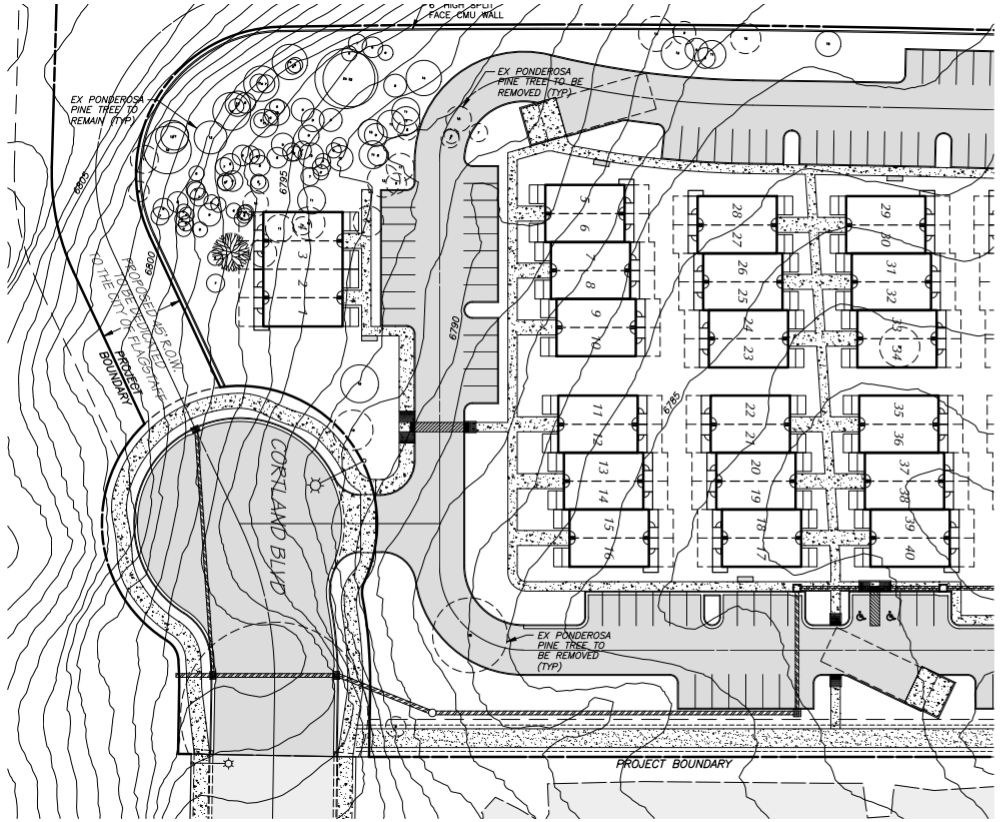


Back Elevation

Scale 1/8" = 1'-0"

All architectural renderings are protected by copyright law and may not be copied or reproduced in any fashion

Concept Resource Protection Plan



PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SCALE: 1"=40'

0 20 40 80

THERE ARE NO RESOURCES TO BE PROTECTED IN THE MIDDLE OF THE SITE

RESOURCE PROTECTION

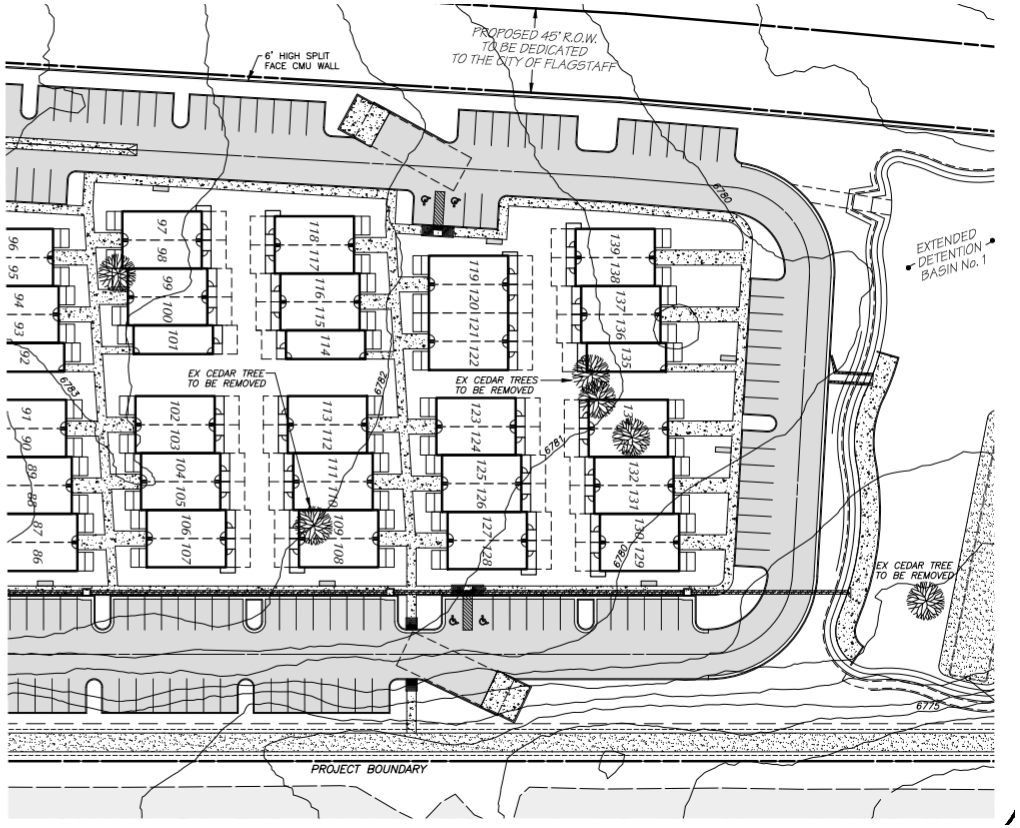
PRE DEVELOPMENT TREE POINTS

1 POINT TREES	68	x 1	=	68
2 POINT TREES	30	x 2	=	60
4 POINT TREES	13	x 4	=	52
8 POINT TREES	4	x 8	=	32
20 POINT TREES	1	x 20	=	20
TOTAL TREE POINTS			=	232
50% OF TOTAL			=	116

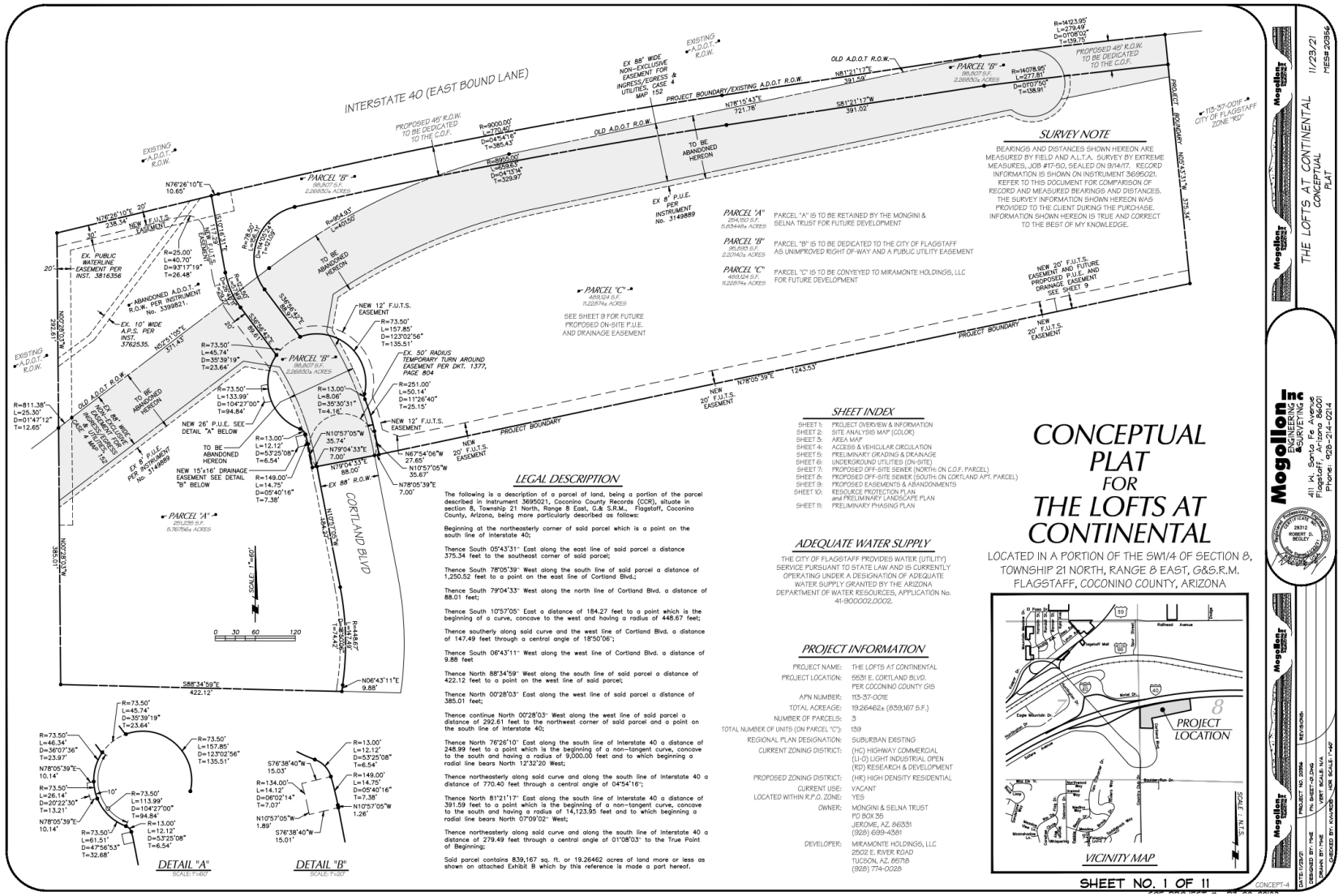
POST DEVELOPMENT TREE POINTS

1 POINT TREES	60	x 1	=	60
2 POINT TREES	21	x 2	=	42
4 POINT TREES	7	x 4	=	28
8 POINT TREES	3	x 8	=	24
20 POINT TREES	0	x 20	=	0
TOTAL TREE POINTS			=	154
TREE SAVE PERCENTAGE			=	66.4%

THERE ARE NO SLOPES OVER 17% LOCATED ON THIS SITE



Easement/Right-of-Way Exchange



Traffic Impact Analysis

- The scope of a Traffic Impact Analysis (TIA) is generally determined by the estimated peak hour trips generated by a developer, per the Engineering Standards.
- The estimated peak hour trips for this development are 65 vehicles/hour in the am and 79 vehicles/hour in the pm.
- A full Traffic Impact Analysis was not required.
- No impacts to the surrounding transportation network are anticipated that would require mitigation.

Water Sewer Impact Analysis (WSIA)

- An impact analysis was completed April 30, 2021. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities
- Water system improvements include a new loop around the property to connect to existing water main in Cortland Boulevard.
- Sewer system improvements include an extension to an existing stub south of the subject property in addition to an upsizing.

Stormwater Analysis

- Applicants have the choice of either completing a Drainage Impact Analysis with a full downstream analysis OR they can capture the difference between pre- and post-construction on site. In this case the applicant has chosen to do the latter.
- An above ground detention basin has been incorporated into the design and is located in the western portion of the property.

Zoning Map Amendment Findings

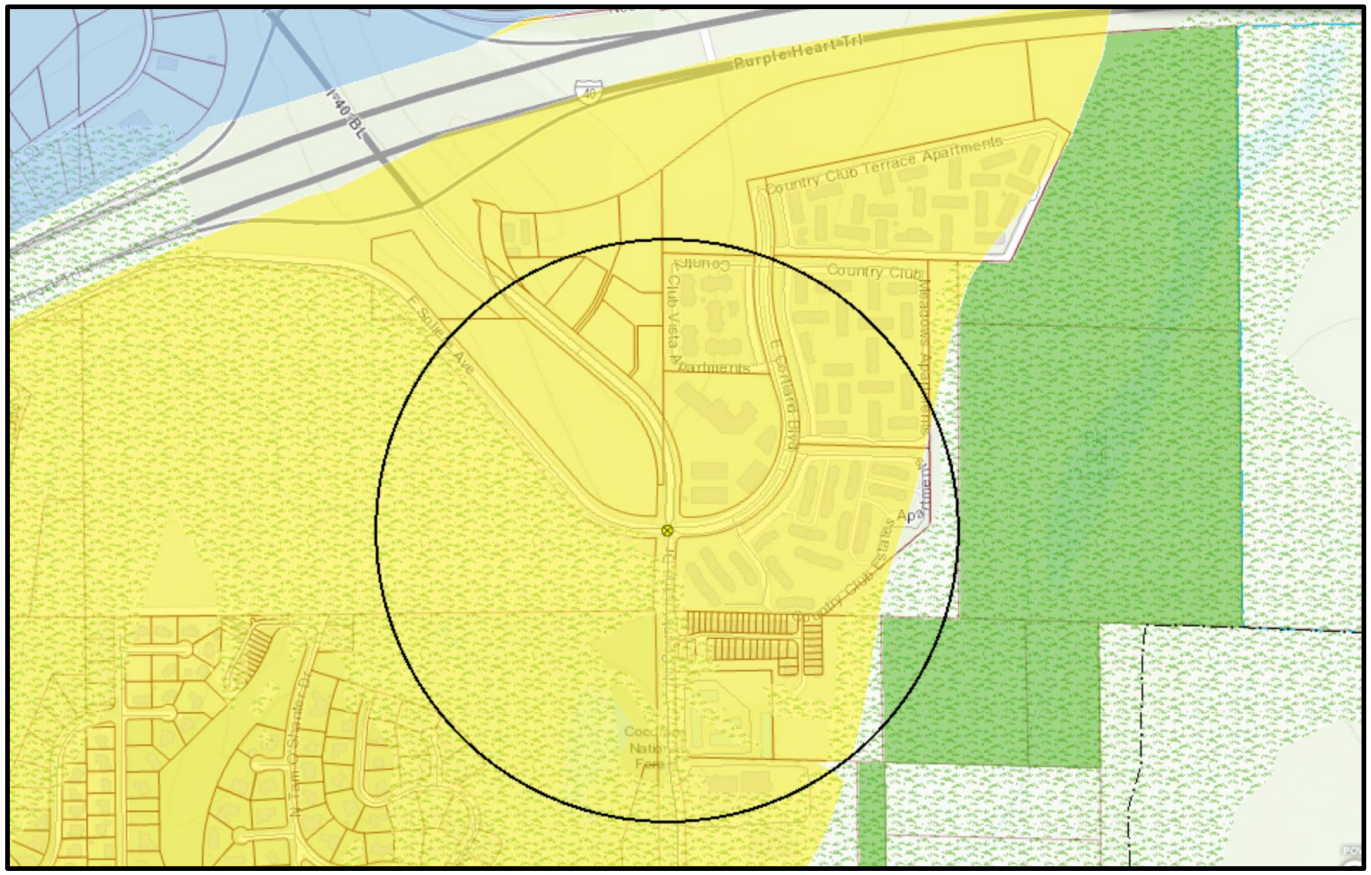
Finding #1

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code prior to considering the proposed amendment

Finding #1

13.49 acres designated as Existing Suburban

- Medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; and the area may have access to public transportation. Desired density 2-13 units per acre



Zoning Map Amendment Findings

Finding #2

The proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff, and will add to the public good as described in the General Plan.

Finding #2

Community Benefit

- Staff has identified the community benefit of the project to include contributions to the FUTS trail system, improvements to the existing sewer system that will support the greater area, the provision of 14 affordable housing units, and energy efficient features.

Zoning Map Amendment Findings

Finding #3

The site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Finding #3

Adequacy of Site

- The Inter-Division Staff reviewed the application and concluded the that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site.

Draft Development Agreement Contents

- Off-site sewer modification
- Dedication of improved right-of-way for cul-de-sac at the end of Cortland Boulevard.
- Dedication of unimproved right-of-way for future access to City parcel to the east.
- 10’ concrete FUTS trail through property from Cortland Boulevard to City parcel
- 10% affordable units (14 units)
- Materials Management Plan
- Energy STAR certified units
- Prohibition of short-term rentals (60 days)
- Dog park with amenities for residents
- Four electrical vehicle-ready outlets and two electrical vehicle charging stations.
- 16 uncovered bicycle parking spaces and 8 covered bicycle parking spaces where only 15 are required
- Pollinator friendly landscaping

Citizen Participation Plan

- Applicant held one virtual neighborhood meetings using the Zoom platform regarding this case on August 26th. No one from the public attended the meeting.
- A Citizen Participation Report was prepared and attached to the staff summary.
- Staff has not received any comments on this application.

Staff Recommendation

The Planning & Zoning Commission by unanimous vote (5-0) recommend the City Council finds the proposed Zoning Map Amendment in substantial conformance with the required findings and approve an amendment to the Zoning Map for 13.49 acres from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density (HR) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance with the concept zoning plan and project narrative including but not limited to the density and intensity and general layout approved by the Inter-Division Staff (IDS) on September 29, 2021, with this request except as modified herein.
2. Development of the HR zone shall be limited to the number of units (139) identified in the concept zone plan and used for the preparation of all impact analysis, except that a 10% increase or decrease in the total number of units identified in the concept zone plan may be approved administratively.
3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
4. All terms, conditions, and restrictions detailed within the “The Lofts at Continental Development Agreement” must be fully satisfied.
5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial, Light Industrial-Open, and Research and Development in accordance with A.R.S. § 9-462.01.

Thank you!

Questions or Comments

Transportation Impact Analysis (TIA)

- The City's Engineering Design and Construction Standards & Specifications sets thresholds and outlines the required elements and area of study for a Transportation Impact Analysis
  - Where is the project located?
  - How many trips are projected?
  - How long will the project take to develop – next year or over many years?
  - What type of trips – pedestrian, transit, auto?
  - When do the trips occur – morning, evening, weekend?
  - Are there known issues in the vicinity – intersection with severe congestion, pedestrian access?
  - What does the Regional Plan call for – new trails or roads in the area?

Purpose of a Transportation Impact Analysis

- Identify a development's impacts on the Transportation Networks
- Highlight special or unusual transportation impacts and conditions
- Develop mitigation strategies for these impacts
- Guide for fair and proportional mitigation
- Ensures uniform requirements and treatments for all developments
- Coordinates development activity with other developments, the General Plan, and the City's Capital Improvement Program

12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Carmen Pryer, Real Estate Specialist
Co-Submitter:	Bryce Doty
Date:	02/18/2022
Meeting Date:	03/01/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-06: An ordinance of the City Council of the City of Flagstaff, authorizing the City of Flagstaff to accept a donation of .29 acres of vacant land along the west side of Switzer Canyon Drive, parcel no. 101-29-050 (Tract E); delegating authority to complete the transaction; providing for repeal of conflicting ordinances, severability, authority for clerical corrections; and establishing an effective date

STAFF RECOMMENDED ACTION:

At the March 1, 2022 Council Meeting:
1) Read Ordinance No. 2022-06 by title only for the first time
2) City Clerk reads Ordinance No.2022-06 by title only (if approved above)
At the March 15, 2022 Council Meeting:
3) Read Ordinance No. 2022-06 by title only for the final time
4) City Clerk reads Ordinance No. 2022-06 by title only (if approved above)
5) Adopt Ordinance No. 2022-06

Executive Summary:

A private property owner of has offered to donate .29 acres of vacant land along the west side of N. Switzer Canyon Drive ("the property") to the City of Flagstaff. The proposed ordinance would authorize the City to accept the donation.

City staff recommends acceptance of the donation. The land makes a natural buffer for Switzer Canyon Drive and could be used for public right-of-way purposes in the future, if desired.

The title report shows the owner received this parcel by Quit Claim Deed December 2, 1998. The property is zoned R1 (Single Family Residential) and is forested. The property is impacted by Ordinance No. 1983, an ordinance authorizing the acquisition of real property for flood control and redevelopment within the Rio De Flag Flood Control Project and the Flagstaff Redevelopment Area.

Adjacent residential property owners have encroached on the property. There are fence encroachments into Tract E from Lots 4, 6, 7, 10 & 11 and shed and fence encroachment from Lot 6, and concrete stairs from Lot 7. There may be some administrative efforts needed to resolve any concerns related to those encroachments.

Financial Impact:

Real property is considered a fixed asset in the City. Until City Council approves an ordinance accepting the acquisitions, the real property value is not recognized in an audit so while there is not an actual financial expenditure associated with these acquisitions, there is a fixed asset value the City receives through this action. The property once donated to the City will be exempt from property tax.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE
Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Adopt the Ordinance

Pros: Formally approving the real property interest transactions conforms with City practices.
Cons: None.

2. Do not adopt the Ordinance. In this case, transactions may be voided or there would be a further discussion as to appropriate action.

Pros: None identified.
Cons: This may result in loss of legal rights to use properties for utilities, trails, drainage, and other public purposes.

Background/History:

The City Charter requires the acquisition and disposition of real property by ordinance. The City generally applies this principle to lesser interests as well.

Key Considerations:

The real property interests received or transferred are necessary for the provision of services as the community grows and the liability assumed is consistent with these same real property rights throughout the community.

Community Benefits and Considerations:

The Flagstaff community will benefit from acquisition of real property interests that are used by and serve community needs.

Attachments:

Donation Letter
Ord. 2022-06
Ordinance - Exhibit A
Survey
Quit Claim Deed
Waiver of Compensation

City of Flagstaff

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED, EMAIL

Howell Usher
P.O. Box 1057
Clarkdale, AZ 86324

February __, 2022

RE: Consideration of a donation of .29 acres of vacant land off N. Switzer Canyon Drive, APN 101-29-050 (Tract E) to the City of Flagstaff.

Dear Mr. Usher,

Thank you for contacting the City of Flagstaff to offer a donation of .29 acres of vacant land along the west side of N. Switzer Canyon Drive, Coconino County Assessor parcel no. (APN) 101-29-050 (Tract E) to the City for a public use.

A donation of the property to the City may have tax implications, therefore please consult with your accountant or a tax adviser.

Arizona law provides that a property owner has the right to an appraisal and payment of just compensation when property is taken for a public use. Therefore, in order for the City to accept a donation, the City will need to receive a Waiver of Compensation.

If you are willing to proceed with donation, please sign the enclosed Quit Claim Deed, Waiver of Compensation, and W-9 on the appropriate lines, and, where "Notary Certification" is indicated, have your signature(s) acknowledged before a notary public. Please make a copy for your files, and return all of them to me in the self-addressed envelope or drop them off at City Hall during regular visitor hours (8:00 a.m. to 1:00 p.m.)

City Staff is happy to meet with you (in compliance with any social distancing recommendations of the Center for Disease Control) to discuss your donation and answer questions you may have. If you would like to meet, please e-mail me at bryce.doty@flagstaffaz.gov to schedule an appointment.

We look forward to working with you on this transaction.

If you have any questions, please email me at Bryce.doty@flagstaffaz.gov. Thank you.

Sincerely,

Bryce Doty

Real Estate Manager

Attachments:
Envelope addressed to the City Real Estate Manager
Quit Claim Deed
W-9 (for property donation only)
Waiver of Compensation (for property donation only)

ORDINANCE NO. 2022-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE CITY OF FLAGSTAFF TO ACCEPT A DONATION OF .29 ACRES OF VACANT LAND ALONG THE WEST SIDE OF SWITZER CANYON DRIVE, PARCEL NO. 101-29-050 (TRACT E); DELEGATING AUTHORITY TO COMPLETE THE TRANSACTION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") desires to accept a donation of .29 acres of vacant Land along the west side of N. Switzer Canyon Drive, parcel 101-29-050 (Tract E); and

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter, the City shall acquire real property by ordinance.

ENACTMENTS:

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

SECTION 1: In General.

That the City hereby accepts the donation of interest in real property as more particularly described and depicted in the attached Exhibit A.

SECTION 2: Delegation of Authority.

The Mayor is hereby authorized to execute all documents necessary to accomplish the purposes of this ordinance as provided for herein. All documents shall be in a form approved by the City Attorney and Real Estate Manager.

The City Clerk is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intent of this ordinance including, but not limited to the recording of the documents in the Office of the Coconino County Recorder.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the Flagstaff City Code adopted herein by reference 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 typographical and grammatical errors, as well as errors of wording and punctuation, as necessary, related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 6. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of March, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

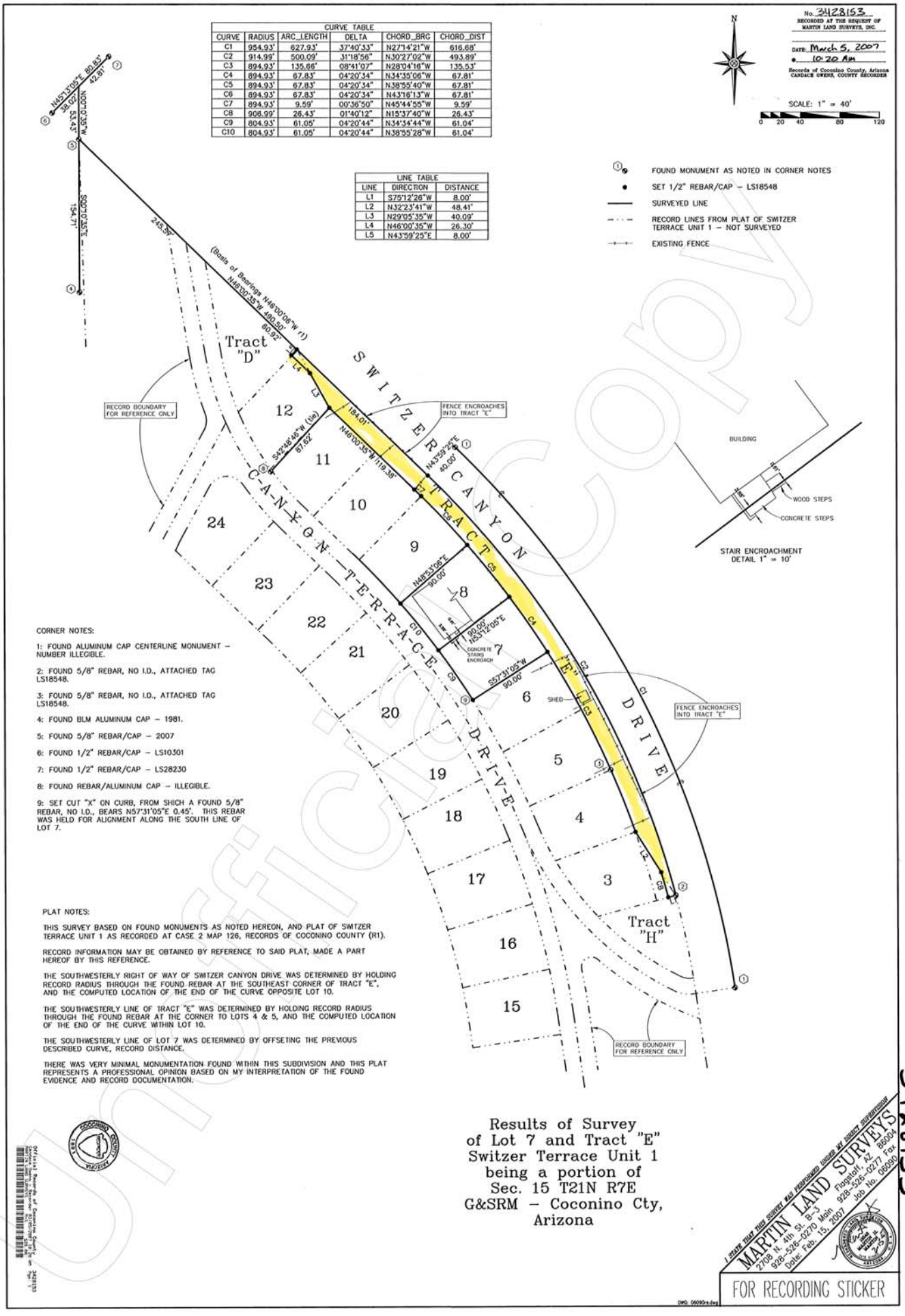
Exhibits:
Legal Description

Exhibit A

Switzer Terrace No. 1 - Tract E. PC #6044 Book 101-29-50

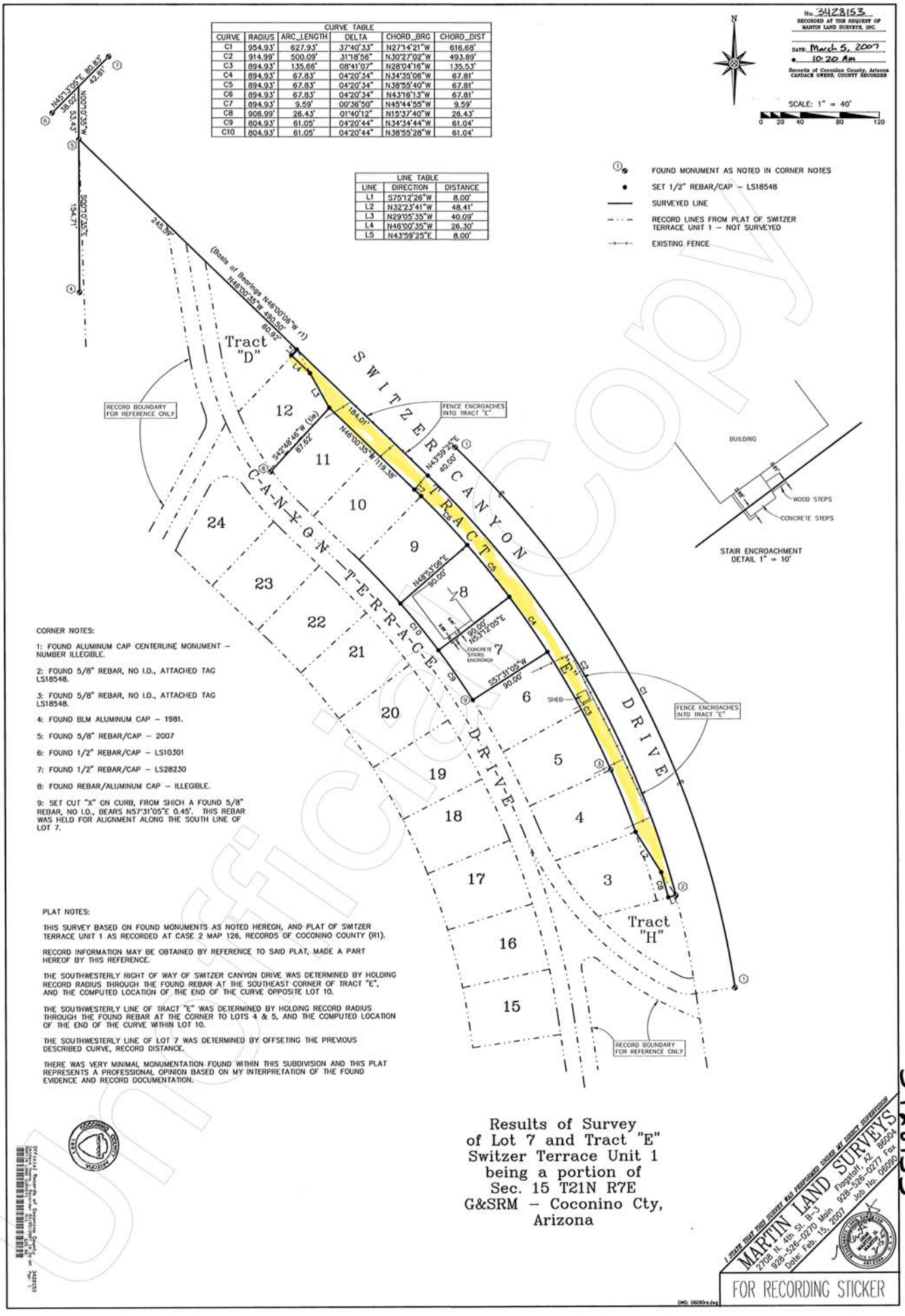
and depicted in the results of survey attached hereto as Exhibit B (“the property”).

Exhibit B



Unofficial Copy

Exhibit B



Unofficial Copy

When recorded, return to:
City Clerk
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

Exempt Pursuant to
A.R.S. § 11-1134(A)(3)

QUIT CLAIM DEED

For consideration, the receipt and sufficiency of which are hereby acknowledged, Howell D. Usher, an unmarried man, (Grantor) hereby quitclaims to CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona (Grantee), the property legally described as follows:

Switzer Terrace No. 1 - Tract E. PC #6044 Book 101-29-50

The property is depicted in the results of survey attached as Exhibit B.

Dated this ___ day of _____202__.

Grantor

_____
Howell D. Usher

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this ___ day of _____, 2022,
by_____, Grantor.

_____
Notary Public

(SEAL)

Attachment: Exhibit B

Accepted by:

_____
Mayor Paul Deasy, City of Flagstaff

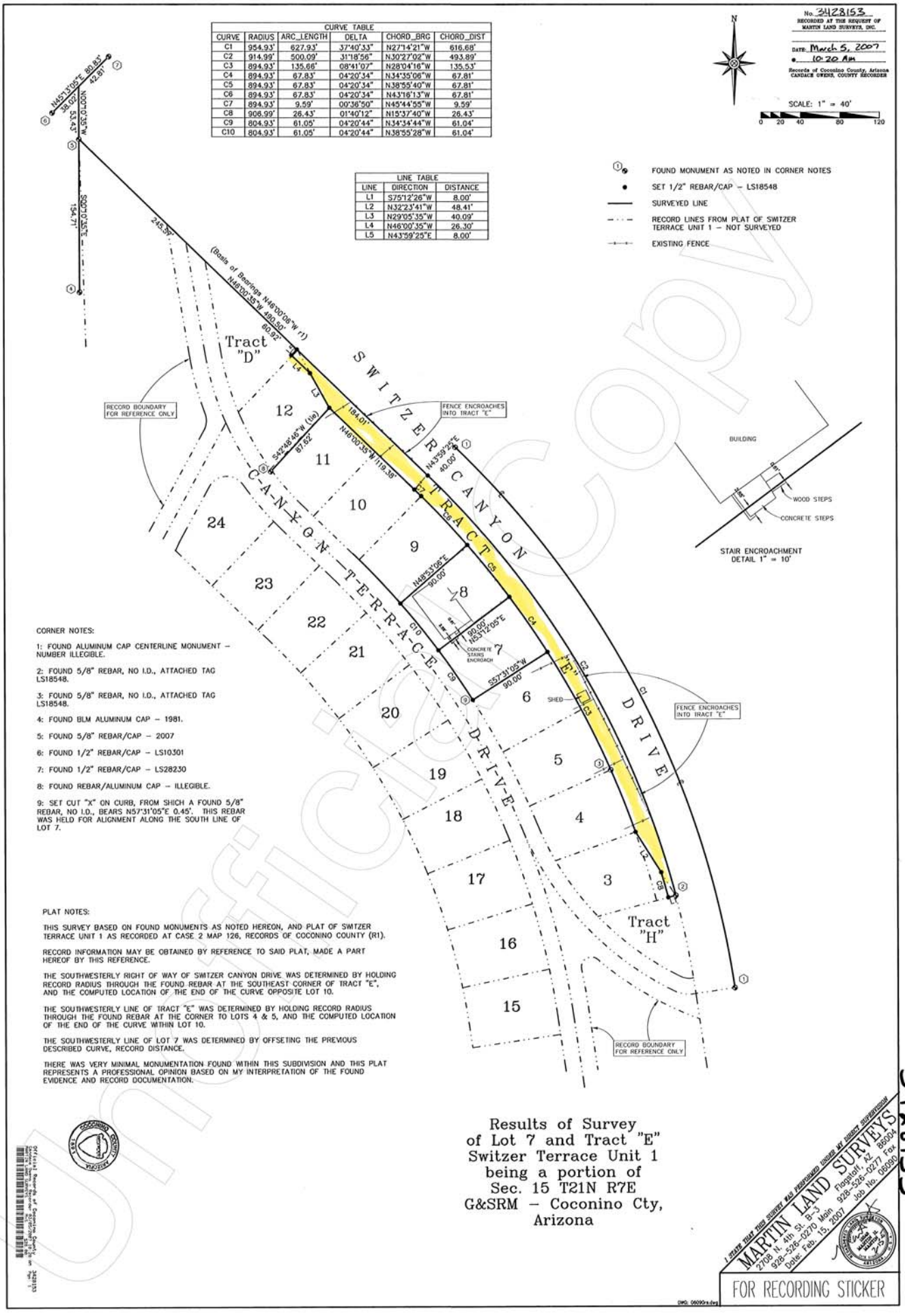
Attest by:

_____
Stacy Saltzburg, City Clerk

Approved as to form:

_____
City Attorney

Exhibit B



Unofficial Copy

Waiver of Compensation

I hereby declare my desire to donate to the City of Flagstaff, an Arizona municipal corporation ("the City"), .29 acres of land along the west side of N. Switzer Canyon Drive legally described as follows:

Switzer Terrace No. 1 - Tract E. PC #6044 Book 101-29-50

and depicted in the results of survey attached hereto as Exhibit B ("the property").

I have been informed by the City in writing that state law entitles me to the following:

1) The right to receive just compensation for any real property acquired by the City; and
2) The right to an appraisal to establish the value of the real property.

I hereby waive the right to just compensation for the property and the right to an appraisal of the property. I further agree that my decision to donate the property is of made of my own free will, and without any undue influence or coercive action of any nature.

_____
Howell Usher, property owner

STATE OF ARIZONA)
) ss.
County of Coconino)

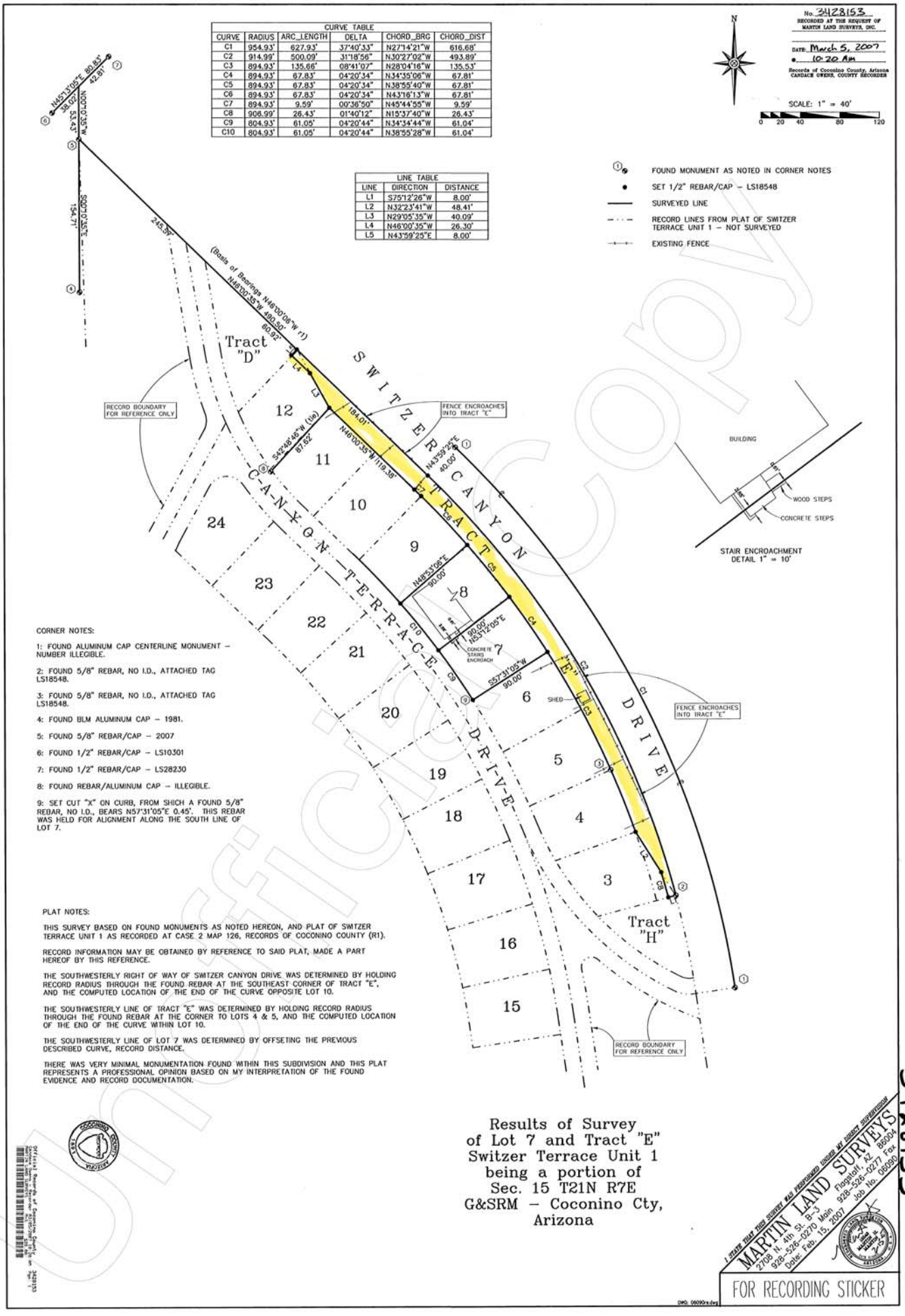
On this day, _____, 20____, personally appeared before me Howell Usher, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this instrument and acknowledged that he/she executed it for the purposes contained therein.

_____
Notary Public

(Seal)

Attachment: Exhibit B

Exhibit B



Unofficial Copy

13. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	02/18/2022
Meeting Date:	03/01/2022

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Deasy to place on a future agenda a discussion regarding legal violations of permittees as grounds to suspend or terminate building permits or public construction contracts.

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. Mayor Deasy has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

13. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	02/18/2022
Meeting Date:	03/01/2022

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Deasy to place on a future agenda a discussion regarding apprenticeship requirements for public construction contracts.

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. Mayor Deasy has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments: